2811.

SUPREME COURT OF THE UNITED STATES.

No. 99.

JOSIAH S. STAFFORD and JEANETTA KIRKLAND, his wife,
Appellants,

vs.

THE UNION BANK OF LOUISIANA.

APPEAL FROM THE DISTRICT COURT OF THE UNITED STATES
FOR THE DISTRICT OF TEXAS.

INDEX.

	Original.	Print.
Motion of defendants to remove or displace Receiver	2	5
" " relative to proceeds of hire, etc.	3	6
" " " removal of Receiver	4	7
Order of Court overruling motions of defendants for removal, etc.	5	7
" " that Receiver report the state of his accounts	5	8
Bond of Matthias B. Williamson, Robert J. Townes, and Agatus Winters, to the Receiver for certain negro slaves	6	8
" " Jarvis Dockrill, Charley Stringfellow, and Robert J. Townes, for return at certain negro slaves	8	9
Order in reference to bond of James Love	10	11
" in relation to additional security to be given by Love and Sharp	12	12
Account of Receiver	13	12
Bond of Love	15	13
Motion of James Love, Esq., Clerk, for Ex'n for costs against complainants	20	16
Order for process to the Marshal to cause certain slaves in the possession of C. P. Herman to be delivered to James Love	20	17
Bond of James Love	21	17
" " " "	22	18
Motion of defendants that James Love deliver to Receiver all the slaves in his possession or control	27	21
Report of Receiver	29	22

	Original.	Print.
Order to Receiver to collect all moneys due to Receiver	31	23
Affidavit of James Love relative to bonds	32	24
Writ of assistance	35	26
Return of Marshal	38	27
Order regulating amount of security on bonds of Love	39	28
Power of attorney of Love to Jones	40	29
Bond of James Love	42	30
" " "	48	33
" " "	50	35
" " "	53	37
Mandate of Supreme Court U. S.	58	40
Notice of Master in Chancery to complainants and defendants in reference to examination of Receiver's accounts	61	41
Agreement of counsel	62	42
Notice of Clerk to parties relating to filing of Master's report	63	43
Report of Master	63	43
Account of Receiver	67	46
Vouchers	70	48
Voucher No. 5	72	50
" " 6	73	51
" " 7	74	51
" " 7	74	51
" " 10	75	52
" " 11	75	52
" " 12	75	52
" " 13	76	52
Dr. Hanna's account	76	53
Receipt of Robert Keen	77	53
" " D. B. M'Neil	78	54
" " Robert J. W. Reel	78	54
" " M. B. Williamson	78	54
" " Robert W. Reel	78	54
" " Robert Keen	79	54
Proof before Master (Stafford's affidavit)	79	55
Hale and Ballinger's deposition	81	56
Deposition of W. S. Spencer	81	56
" " Ben. Hughs	83	57
" " John W. Turner	84	58
" " Jordan Tyler	85	59
" " Dr. Samuel A. Towsey	87	60
Notice of Clerk to parties that Master has filed his report on the accounts of Receiver	88	60
Report of Master	88	61
Notice of Master to parties to attend examination, etc.	91	63
" " " " " " "	92	64
" " " " " " "	94	65
Supplemental and final account of Receiver	95	66
Testimony before Master on Receiver's account	98	68
Motion of complainants for accounts and taxation of costs	101	69

2312.

	Original.	Print.
Notice of defendants' counsel relating to foregoing notes	102	70
Exceptions of defendants' counsel to Master's report	102	70
Motion of defendants' counsel settling his exceptions, etc.	104	71
Exceptions of defendants to report of Master	105	71
Entry setting a day to consider exceptions of defendants, etc.	106	72
Bond of James Love	107	72
" " " "	112	75
Motion of complainants for reference to Master	114	77
Order of Court to refer to Master, and that he report the total amount due to complainants at certain days, etc.	115	77
Withdrawal of exceptions by defendants	116	78
Order confirming reports of Master	117	78
Report of Receiver	117	79
Motion of complainants that Master make further report, etc.	121	81
Order that Master report the amount that will be due on the 1st day of July, 1854	121	81
Motion of complainants for additional bond	122	81
Order that James Love, B. F. Terry, and William J. Kyle give additional bond	123	82
Bill of costs (Clerk's)	123	82
Marshal's costs	135	90
" "	136	91
Report of Master	137	92
Notice of Master	139	93
Protest of complainants against relinquishment of defendants	141	94
Entry that Master's report be filed	142	95
Motion of complainants to confirm report of Master	143	95
Order confirming Master's report	144	96
Decree	145	96
" made decree of the Court	157	103
Additional bond of Love, Terry, and Kyle	168	109
Order relating to sufficiency of appeal	173	112
Appeal bond	174	112
Power of attorney of L. C. Stanley to Robert Hughes, Esq.	176	114
" " " " William Clark " " "	178	115
" " " " Patrick Perry " " "	179	115
Complainants' objections to appeal bond	181	116
Affidavit of Receiver relating to refusal of J. S. Stafford to deliver up certain slave, etc.	182	117
Writ of assistance	183	118
Marshal's return	184	118
Writ of assistance	185	119
Marshal's return	187	120
Petition to carry out decree	188	121
Copy of opinion of Supreme Court	193	123
Agreement of counsel relating to opinion of Supreme Court	197	126
Order of Court refusing application to carry out decree	198	126
Agreement of counsel relating to hire of slaves, etc.	199	127
Clerk's certificate	202	128

THE UNITED STATES OF AMERICA,
District of Texas, to wit:

At a special term of the District Court of the United States, having and exercising the powers and jurisdiction of a Circuit Court of the same, for the District of Texas, appointed by the Honorable John C. Watrous, Judge of the said Court, held at the city of Galveston on the first Monday of January, in the year of our Lord one thousand eight hundred and fifty-four, present the Honorable John C. Watrous, Judge of said Court, Benjamin McCulloch, Esquire, Marshal, and James Love, Clerk—

Among other were the following proceedings, to wit:—

THE UNION BANK OF LOUISIANA
vs.
JOSIAH S. STAFFORD AND JEANETTA KIRKLAND, his wife.

Be it remembered, that after the decree dismissing the bill of complaint, with costs, against the complainant in this cause, having heretofore been rendered, and an appeal therefrom taken by the said complainants to the Supreme Court of the United States: the said Josiah S. Stafford and Jeannetta Kirkland Stafford, by Robert Hughes, their solicitor, on the sixth day of June, in the year of our Lord one thousand eight hundred and fifty, filed the following motion in the Court here, to wit:—

(*Motion.*)

UNITED STATES DISTRICT COURT,
District of Texas, to wit:

District Court, May Term, 1850.

THE UNION BANK OF LOUISIANA
vs.
JOSIAH S. STAFFORD AND WIFE.
In Chancery.

The defendants, by counsel, hereby move the Court to remove or displace Peter McGreal, the Receiver in this cause, and that said Peter McGreal come to an account, and pay into Court the funds in his hands, or which should be in his hands as such Receiver.

June 6th, 1850.

ROB. HUGHES,
for Defendants.

TO MR. PETER MCGREAL—

SIR: You will please to take notice, that at the expiration of five days next after service of copy of the above motion on you, I will move the Court as in the same indicated.

Your ob't s't,
ROB. HUGHES,
for Defendant.

June 6th, 1850.

A copy of which motion was served upon the Receiver, as appears from the following return, endorsed thereon by the Marshal.

(*Marshal's Return.*)

Received June 6th, 1850, and executed on the 10th June, 1850, by serving a true copy of the within notice on Peter McGreal.

J. BATES,
U. S. M.

By JOS. WILLIAMS,
U. S. D. M.

Afterwards, to wit: on the seventh day of June of the same year, the defendants, by their solicitor Robert Hughes, filed the following motion:—

(*Motion.*)

THE UNITED STATES OF AMERICA,
District of Texas, to wit:

District Court, May Term, 1850.

THE UNION BANK OF LOUISIANA
vs.
JOSIAH S. STAFFORD AND WIFE.
} In Chancery.

The defendants, by counsel, move the Court to order and direct the Receiver in this cause to pay into the hands of the defendant, Jeannetta Stafford, or some trustee, to be appointed by the Court for her sole separate use and benefit, the proceeds of the hire or profits of the slaves in the hands of such Receiver, or such part thereof as the said defendant is entitled to.

ROB. HUGHES,
for Defendants.

June 7th, 1850.

Afterwards, to wit: on the fifteenth day of June of the same year, the defendants, by their solicitors, Robert Hughes, McQueen and Willie, and Alexander and Atchison, filed the following motion:—

(*Motion.*)

THE UNITED STATES OF AMERICA,
District of Texas, to wit:

District Court, May Term, 1850.

THE UNION BANK OF LOUISIANA
vs.
JOSIAH S. STAFFORD AND WIFE. } In Chancery.

The defendants, by counsel, now move the Court for leave to proceed with the motion entered herein on the 6th day of the present month, to remove or displace the Receiver in this cause, Peter McGreal, and that said Peter McGreal come to an account, and pay into Court, or to such person as the Court may direct, all funds in his hands, or which should be in his hands as such Receiver. And for reasons for removing or displacing said Receiver, the said defendants state the following, to wit:—

1. The order made in this cause at the last December Term of this Court, have removed or dispensed with the necessity of a Receiver in the said cause.

2. The said Peter McGreal has not the necessary moral character to authorize his appointment or continuance as such Receiver.

ROB. HUGHES,
McQUEEN & WILLIE,
ALEXANDER & ATCHISON,
for Defendants.

June 15th, 1850.

Afterwards, to wit: on the eighteenth day of June of the same year, the Court here made the following order:—

(*Order.*)

THE UNION BANK OF LOUISIANA
vs.
JOSIAH S. STAFFORD AND WIFE. }

On this day came on to be heard the motion filed by Josiah S. Stafford and Jeanetta Kirkland, his wife, on the seventh day of June, instant, praying the Court to direct the Receiver in these causes to pay into the hands of Jeanetta Stafford, or some trustee, for her benefit, the proceeds of the hire and the profits of the slaves in controversy which may be in the hands of the Receiver. After argument of counsel heard by counsel of complainants as well as defendant, and the Court having fully advised, it is ordered that the motion be overruled.

Afterwards, to wit: on the nineteenth day of June of the same year, the Court here made the following order:—

(*Order.*)

Union Bank of Louisiana and New Orleans Canal and Banking Company
vs.
Josiah S. Stafford and wife.

On motion of counsel for defendants, and with the assent and at the request of Peter McGreal, the Receiver in these causes, made in open court, it is ordered that the said Receiver make report on tomorrow of the state of his accounts.

Afterwards, to wit: on the twenty-seventh day of November of the same year, the following bond to Peter McGreal, the Receiver, was filed:—

(*Bond.*)

United States of America,
State of Texas:

Know all men by these presents that we, Matthias B. Williamson, Robert J. Townes, and Agatus Winters, residents of the county of Brazoria, and citizens of the State of Texas, and each of us, are held and firmly bound unto Peter McGreal as Receiver of certain negro slaves, mentioned in the bill of complaint in a certain cause now depending in the District Court of the United States of America for the District of Texas, wherein The Union Bank of Louisiana are complainants, and Josiah S. Stafford and Jeanetta Kirkland, his wife, are defendants, and of the increase of the said negro slaves, as in the said bill of complaint mentioned, in the full and just sum of one thousand dollars, to be paid to the said Peter McGreal as Receiver, as aforesaid, his successors in the said office of Receiver, or to such person orpersons as the said Court, having and exercising the powers and jurisdiction of a Circuit Court of the said United States, shall hereafter appoint or decree; for which payment, well and truly to be made, we bind ourselves, and each of us, our heirs, executors, administrators and assigns, jointly and severally, firmly by these presents. Sealed with our seals, and dated this first day of January, in the year of our Lord one thousand eight hundred and forty-nine. Whereas the said Peter McGreal has this day, under the directions of the said Court, hired to the said M. B. Williamson certain of the said negro slaves, and of their said increase, of the names and about the ages following, to wit: Charles, aged twelve years—

And whereas the said M. B. Williamson is, by the contract of hiring under the directions of said Court, and in law, bound to conform to certain conditions, hereinafter expressed: now, therefore, the condition of the above stated obligation is such that if the said M. B. Williamson shall well and truly pay to the said Peter McGreal, his successors in the said office of Receiver, or to such person or per-

2915-

sons as the said court, having and exercising the powers and jurisdiction of a Circuit Court of the United States for the District of Texas shall hereafter appoint and decree, the sum of twenty-seven dollars as the hire of the said negro slaves so hired by the said M. B. Williamson of the said Peter McGreal for the period of one year, at the expiration of such period, and shall also during the same period not make any improper use of the said negro slave, and shall also treat the said negro slave humanely, feed them with wholesome diet, clothe them in a good and comfortable manner, and generally exercise such care with respect to the said slave as a prudent man would take with his own property, and shall further have the said negro slave so hired to the said M. B. Williamson forthcoming, to abide any order or decree that the said court, acting as aforesaid, may make, whenever the said court, acting as aforesaid, shall order and direct, and shall further not remove the said negro slave beyond the jurisdiction of said court, then the above obligation to be null and void; otherwise to remain in full force and effect.

M. B. WILLIAMSON. [SEAL.]
R. J. TOWNES. [SEAL.]

In presence of
S. W. Doss,
H. Shattuck.

his
A. × WINTERS. [SEAL.]
mark.

On which bond is the following approval of Receiver:—

I approve the within bond.

PETER McGREAL,
Receiver.

Afterwards, to wit: on the same day and year, the following bond to Peter McGreal, the Receiver, was filed:—

Bond.

THE UNITED STATES OF AMERICA,
State of Texas:

Know all men by these presents that we, Jarvis Dockrill, Chesley Stringfellow, and Robert J. Townes, residents of the county of, and citizens of the State of Texas, and each of us, are held and firmly bound unto Peter McGreal as Receiver of certain negro slaves, mentioned in the bill of complaint, in a certain cause now depending in the District Court of the United States of America for the District of Texas, wherein the Union Bank of Louisiana are complainants, and Josiah S. Stafford and Jeanetta Kirkland, his wife, are defendants, and of the increase of the said negro slaves, as in the said bill of complaint mentioned, in the full and just sum of six hundred dollars, to be paid to the said Peter McGreal, as Receiver, as aforesaid, his successors in the office of Receiver, or to such person or persons as the said court, having and exercising the powers and jurisdiction of a Circuit Court of the said United States shall hereafter appoint and decree; for which payment, well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators and assigns, jointly and severally, firmly by these presents. Sealed with our seals, and dated this tenth day of January, in the year of our Lord one thousand eight hundred and forty-nine.

Whereas, the said Peter McGreal has this day, under the directions of the said court, hired to the said Jarvis Dockrill certain of the said negro slaves, and of their said increase, of the names and about the ages following, to wit: Andrew, aged about ten years—

And whereas, the said Jarvis Dockrill is, by the contract of hiring under the directions of the said court, and in law bound to conform to certain conditions hereinafter expressed: Now, therefore, the conditions of the above stated obligations is such, that if the said Jarvis Dockrill shall well and truly pay to the said Peter McGreal, his successors in the said office of Receiver, or to such person or persons as the said court, having and exercising the powers and jurisdiction of a Circuit Court of the United States for the District of Texas, shall hereafter appoint or decree, the sum of twenty-five dollars, as the hire of said negro slaves so hired by the said Jarvis Dockrill of the said Peter McGreal, for the period of until the first day of January, A. D. eighteen hundred and fifty, at the expiration of such period, and shall also during the same period not make any improper use of the said negro slaves, and shall also treat the said negro slaves humanely, feed them with wholesome diet, clothe them in a good and comfortable manner, and generally exercise such care with respect to the said slaves, as a prudent man would take with his own property, and shall further have the said negro slaves so hired to the said Jarvis Dockrill forthcoming to abide any order or decree that the said court, acting as aforesaid, may make, whenever the said court, acting as aforesaid, shall order and direct, and shall further not remove the said negro slaves beyond the jurisdiction of said court, then the above obligation to be null and void; otherwise to remain in full force and effect.

JARVIS DOCKRILL. [SEAL.]
CHESLEY STRINGFELLOW. [SEAL.]
R. J. TOWNES. [SEAL.]

Witnesses,
HENRY CIPREY,
J. M. PREWITT.

Afterwards, to wit: on the eleventh day of December of the same year, the court here made the following order:—

Order.

THE UNION BANK OF LOUISIANA
vs.
JOSIAH S. STAFFORD AND JEANETTA KIKLAND, his wife.

In pursuance of the provisions of an agreement made and entered into between the parties in this cause and James Love, on the 28th day of December, A. D. 1849, recorded and made the order of the court in said cause, it was stipulated that the said James Love should have the option and privilege of retaining the slaves in his possession that are the subject-matter of dispute in this cause, from year to year until the final termination of this suit, and that the said Love should be excused and exempted from delivering the said slaves to Peter McGreal, the Receiver, his successor or successors in office, until that time, if the said Love should, on or before the 25th day of December of each year during the pendency of said cause, file in the Clerk's office of the District Court aforesaid, two several bonds, such as are described in the agreement aforesaid; and the said James Love having elected to keep and retain the possession of the said slaves, under the provisions of the agreement aforesaid, for and during the year of one thousand eight hundred and fifty-one; and the said James Love having in open court tendered a bond, signed and sealed by himself as principal, and William Sharp as surety, for the sum of fifty thousand dollars to the said Peter McGreal, Receiver in the aforesaid cause, his successor or successors in office, which said bond in all things is in strict conformity with the agreement aforesaid, recorded as aforesaid; and the said bond having been examined and approved, it is ordered to be filed and recorded.

And the said James Love having also tendered in open court one other bond, signed and sealed by himself as principal, and William Sharp as surety, payable to Peter McGreal, Receiver in said cause, his successor or successors in office, in the sum of eight thousand dollars, conditioned for the payment of four thousand dollars for the hire of the aforesaid slaves for and during the year 1851—the said Love having elected to keep the aforesaid slaves on hire for and during the year 1851, according to the terms, stipulations and agreement, before referred to, and recorded as aforesaid—the said bond having been examined, approved, and to be in conformity to the terms of the agreement as above mentioned, it is ordered that it be filed and recorded.

Afterwards, to wit: on the eleventh day of December in the year last aforesaid, the court here made the following order:—

Order.

THE UNION BANK OF LOUISIANA
vs.
JOSIAH S. STAFFORD AND JEANETTA KIRKLAND, his wife.

James Love as principal, and William Sharp as security, having on this day entered into two several bonds, which for greater certainty are referred to in the above order, and filed in this cause to be recorded—by the assent of the said Love and the said Sharp, made in open court, it is ordered that the parties in this cause may at any time during the year 1851, require, upon ten days' notice, the said Love and Sharp to give additional and satisfactory security.

Afterwards, to wit: on the twentieth day of June, in the year of our Lord one thousand eight hundred and fifty, Peter MacGreal, the Receiver, presented the following account to James Love, Esquire, the Master in Chancery, to wit:—

Account of Receiver.

To JAMES LOVE, Esq., Master in Chancery:

Sir: I beg leave to hand you herewith my account since the last settlement. You will perceive that the amount for the first year's hiring is less than the bond of the hirer; but this is owing to the agreement of the parties, who instructed me to take a certain amount of cotton in payment of the hire, which yielded the sum set down in my account.

You will also perceive, that the whole amount of the last year's hiring has not been collected, but it is due by good and solvent persons, who in a short period will pay the sum due on the hire of the negroes.

Should the solicitors on either side not be satisfied with any charge or item in the account, I would respectfully beg leave to introduce evidence before you on the hearing to establish the same, as it would be almost impracticable now to go into a detail of the circumstances connected therewith.

I make this report of my account in obedience to an order of the court, made yesterday.

I have been ready at all times to make it, but have been acting under the supposition that I could only be called upon to do so by the order of the court, in which view *in which view* I think that you will agree with me, on referring to the conditions of my official bond.

Will you please to pass a suitable time for passing upon my accounts, and give the requisite notice to the respective parties.

Most respectfully, &c.,
PETER MACGREAL.

June 20th, 1850.

2317.

Peter McGreal, Receiver, in account in the case of the Union Bank of Louisiana, Comp'ts, against J. S. Stafford and wife, Dfd'ts.

1849			
Feb'y.	To amount received for hire of negroes from Terry		$1,822 83
1850	" amount received from hire of last year		3,126 00
	" amount due for hire of negroes last year		605 00
	Credits		5,553 83
	By my account filed 3d day of Dec. 1849 . . .	$1,677 45	
	" amount paid for shoes, clothing and hats . .	24 00	
	" amount paid Dr. R. H. Chinn .	107 00	
	" amount of M. B. Williamson's account	30 00	
	" amount of Dr. Ransom's bill .	3 50	
	" amount paid R. L. W. Reel .	2 00	
	" my expenses and services about the slaves in December, 1849, and January, 1850	150 00	
	" amount to Deputy Marshal Spencer, for guarding negroes ten days .	25 00	
			2023 95
	Balance		$3,529 88

Before me, James Love, a Master in Chancery, personally appeared Peter McGreal, who on oath says that the foregoing account is just and true.

PETER McGREAL.

Sworn to and subscribed before me this 20th day of June, A. D. 1850.

Endorsed: Presented to me July 16, 1852, by Peter McGreal, Receiver.

M. M. POTTER,
Master.

Afterwards, to wit: on the eleventh day of December of the same year, the following bond from James Love and William Sharp, to Peter McGreal, Receiver in this cause, was approved, filed, and ordered to be recorded.

Bond.

Know all men by these presents, that we, James Love as principal, and William Sharp as surety, are held and firmly bound to Peter McGreal, Receiver in the cause of the Union Bank of Louisiana against Josiah S. Stafford and Jeanetta Kirkland his wife, lately pending in the District Court of the United States for the District of Texas, and now appealed to the Supreme Court of the United States in the sum of fifty thousand dollars, to be paid to the said McGreal, his successor or successors in said office, and for the payment whereof we jointly and severally bind ourselves, our heirs, executors and administrators firmly by these presents. Sealed with our seals. Dated this tenth day of December, in the year of our Lord one thousand eight hundred and fifty.

The condition of this obligation is such, that whereas the said James Love did, on the first day of January, A. D. 1850, pursuant to the order of the court, and the agreement of the parties in the above-named cause, hire and receive of the said Peter McGreal, Receiver as aforesaid, all the slaves seized or taken into his possession before that time in the said cause, the names and description of which said slaves are set forth in a certain schedule contained in the receipt of the Marshal, bearing date the tenth day of January, A. D. 1850, filed in the said cause, and to be taken as a part hereof, for the purpose of ascertaining and identifying the said slaves, and, as far as may be thereby, their value, for the term of one year, to terminate on the first day of January, A. D. 1851, and entered into bond bearing date the said first day of January, A. D. 1850, in the sum of fifty thousand dollars, with Henry B. Martin and Michel B. Menard as his sureties, to which bond on file in said cause, or to the record thereof reference may be had for its provisions and contents; and whereas, in and by agreement of the parties to said cause, entered into on the twenty-eighth day of December, A. D. 1849, and recorded and made the order of the court in said cause, it was among other things agreed and stipulated that it should be provided in the condition of the last named bond, that the said James Love should have the option and privilege of retaining the said slaves in his possession from year to year, until the final end and termination of said cause, whether such end and termination should be in the said District Court, or in the Supreme Court, or in any Court whatsoever of the United States; and that the said Love should be excused and exempted from delivering the said slaves to the said Receiver, his successor or successors, until that time, if the said Love should, on or before the twenty-fifth day of December of each year during the pendency of said cause, file in the Clerk's Office of the District Court aforesaid, two several bonds, such as are mentioned, specified, and described in the said agreement of the parties; which stipulation and provision was accordingly introduced into the condition of the said bond entered into by the said Love with the said Henry B. Martin and Michel B. Menard as his sureties, as aforesaid, and is also herein contained; and whereas the said Love has elected, and does hereby signify his election to retain in his possession all and singular the said slaves in the said schedule mentioned, and does hereby acknowledge his possession of all and singular the said slaves, excepting of the same, who have died during the past year.

2318.

Now the above named principal and surety to this bond do stipulate and agree that the said James Love shall safely keep the said slaves and any others in controversy in the said cause, which may be now or hereafter in his possession, during the full term of one year, to terminate on the first day of January, A. D. 1852, and furnish them at all times such necessary and proper food, sustenance, lodging, medicines, medical care and attendance, and clothing as their circumstances may severally require, and shall treat them humanely and in the manner usual among planters of good standing with reference to their own hands; that he shall pay the taxes on said slaves, and deliver all and singular the said slaves and their increase to the said Receiver, or to his successor in said office, on the first day of January, A. D. 1852, by ten o'clock in the forenoon, at the Town of Brazoria, in the County of Brazoria, excepting such only as may die during the said year, or be too sick or infirm on that day for delivery; in which latter event, such sick or infirm slave or slaves shall be delivered as soon thereafter as circumstances will admit: and if the said office of Receiver should by any means become vacant, by the death, resignation or dismissal of the said Receiver, or his successor or successors, or in any other manner whatsoever, then the said Love, his executor or administrator, shall safely keep said slaves, subject to such order as may be made by the Court for their safe keeping: provided, nevertheless, that if the said Love shall elect to retain the said slaves in his possession, in pursuance of the terms and provisions of the agreement of the parties, and order of the Court thereon, hereinbefore mentioned and referred to, and shall on or before the twenty-fifth day of December, A. D. 1851, file in the Clerk's Office of the said District Court, the two several bonds mentioned and required in and by the terms and provisions of the said agreement and order, then upon the filing of the said two bonds, the said Love shall be excused from delivering the said slaves to the said Receiver or his successor, on the said first day of January, A. D. 1852, and shall be privileged to retain the same in his possession, subject to the said two bonds, and the terms, stipulations and provisions in the same, and the conditions thereof, and in the agreement and order thereon aforesaid contained.

And the aforesaid principal and surety to this bond or obligation, do further stipulate and agree, that all and singular the said slaves and their increase, including all those also who may come, or which are in the possession of him, the said Love, in controversy in said cause, as well as those mentioned and described in the said schedule, shall be safely kept, and be forthcoming and delivered up in pursuance of, and to abide and satisfy any order, judgment or decree of the court in said cause hereafter to be made, touching the said slaves.

Now if the above and foregoing stipulations, agreements and provisions shall all and singular be well and truly kept, performed and observed, then the above obligation shall be void and of none effect, otherwise the same shall be and remain in full force and virtue.

And the aforesaid principal and surety do hereby further stipulate, agree and bind themselves, jointly and severally, that if the condition of the above obligation shall be violated or broken, or if the several stipulations, agreements and provisions, be not well and truly, all and singular kept and performed, then and in such case of events, judgment may and shall forthwith be rendered and given in the said cause by the said District Court of the United States for the District of Texas, or by any court having jurisdiction of the said cause, upon motion of the Union Bank of Louisiana, the complainants in this cause, or their solicitor, against them the aforesaid principal and surety to this obligation, jointly and severally, for the amount of the said complainants' claim or demand in the said cause justly due, with interest and costs of suit: in and to which judgment and proceeding they, the said principal and surety, do by these presents forever waive and release all errors and objections whatsoever, hereby solemnly declaring and agreeing that such judgment shall be good, valid, binding and final, both in law and equity.

JAMES LOVE. [SEAL.]
WM. SHARP. [SEAL.]

Witness,
EBENEZER ALLEN,
ROB. HUGHES.

Afterwards, to wit: on the nineteenth day of December, in the year of our Lord one thousand eight hundred and fifty, James Love, Esquire, Clerk of the Court, here filed the following motion:—

Motion.

THE UNITED STATES OF AMERICA,
District of Texas, to wit:
District Court, December Term, 1850.

THE UNION BANK OF LOUISIANA
vs.
JOSIAH S. STAFFORD AND JEANETTA, his wife.
18. In Chancery.

In this case, James Love, the Clerk of this Court, moves the Court to award execution against the complainants for the costs in this cause, and for such fees as may be due the officers of this Court, or against the parties plaintiff or defendant from whom the same may be due, or that the Court may *may* such order respecting the fees aforesaid as the law may authorize.

Dec. 19th, 1850.

Afterwards, to wit: on the third day of July, in the year of our Lord one thousand eight hundred and fifty-one, the court here made the following order:—

Order.

THE UNION BANK OF LOUISIANA
vs.
JOSIAH S. STAFFORD AND WIFE.

On motion of def'ts counsel, it is ordered that C. O. Herman, in whose possession certain slaves are, to wit: Charlotte and child or children, who by previous order of this Court were directed to be seized and placed in the hands of the Receiver, be delivered by the said Herman to James Love, and on his failure to do so, that the Clerk be directed to issue process to the Marshal, commanding him to take possession of the said slaves, and deliver them to the said Love, and make return, &c.

Afterwards, to wit: on the third day of October, in the year of our Lord one thousand eight hundred and fifty-one, the following bonds were filed in the court here:—

Bond.

Know all men by these presents, that we, James Love as principal, and William Sharp as surety, are held and bound to Peter Mc Greal, Receiver in the cause of The Union Bank of Louisiana against Josiah S. Stafford and Jeanetta Kirkland, his wife, lately pending in the District Court of the United States for the District of Texas, and now appealed to the Supreme Court of the United States, in the full sum of eight thousand dollars, to be paid to the said Peter McGreal, his successor or successors in the said office of Receiver, and for the payment whereof we jointly and severally bind ourselves, our heirs, executors, and administrators, firmly by these presents, sealed with our seals. Dated this twenty-fifth day of October, A. D. 1851.

The condition of the above obligation is such, that whereas the above bounden James Love, pursuant to the agreement of the parties and order of Court in the above-named cause, which agreement bears date the twenty-eighth day of December, A. D. 1849, and is filed and recorded in said cause, reference being had thereto for its contents, has elected to keep in his possession on hire all and singular the slaves seized or taken into the possession of the said Receiver in the said cause, the names and description of which slaves are set forth in a schedule referred to in the condition of a bond executed by the principal and surety hereto and herewith filed in said cause: to which schedule reference may be had in like manner, for like purposes, as if the same were incorporated with the condition of this bond. And whereas the said Love, in the exercise of the privilege granted to him by the said agreement, retains and keeps the said slaves in his possession on hire for the term of one year longer, to terminate on the first day of January, A. D. 1853, at and for the price and sum of four thousand dollars, then to be paid. Now, therefore, if the said James Love shall well and truly pay, or cause to be paid to the said Receiver, or his successor or successors in office, the said sum of four thousand dollars on the said first day of January, A. D. 1853, or shall, on or before that day, pay the same into any bank, or to any person authorized to receive the same, by any order or decree of the Court hereafter to be made in the said cause, then the above obligation shall be void, and of none effect; otherwise the same shall be and remain in full force and virtue.

JAMES LOVE. [SEAL.]
WM. SHARP. [SEAL.]

Witness,
J. BATES,
JOHN S. JONES.

Bond.

Know all men by these presents, that we, James Love as principal, and William Sharp as surety, are held and firmly bound to Peter McGreal, Receiver, in the cause of the Union Bank of Lousiana against Josiah S. Stafford and Jeanetta Kirkland, his wife, lately pending in the District Court of the United States for the District of Texas, and now appealed to the Supreme Court of the United States in the sum of fifty thousand dollars, to be paid to the said McGreal, his successor or successors in office, for the payment whereof we bind ourselves jointly and severally, our heirs, executors, and administrators, and each of them firmly, by these presents, sealed with our seals. Dated this day of in the year of our Lord one thousand eight hundred and fifty-one.

The condition of this obligation is such, that whereas the said James Love did on the first day of January, A. D., pursuant to the order of the court under the agreement of the parties in the above-named cause, hire and receive of the said Peter McGreal, Receiver as aforesaid, all the slaves seized or taken into his possession before that time in the said cause, the names and description of which said slaves are set forth in a certain schedule contained in the receipt of the Marshal, bearing date the tenth day of January, A. D. 1850, filed in the said cause, and to be taken as a part hereof, for the purpose of ascertaining and identifying the said slaves, and as far as may be thereby, their value for the term of one year, to terminate on the first day of January, A. D. 1852, and entered into bond bearing date the said first day of January, A. D. in the sum of fifty thousand dollars, with and as his sureties; to which bond, on file in said cause, on the record thereof, reference may be had for its provisions and contents: and whereas, in and by the agreement of parties to said cause, entered into on the twenty-eighth day of December, 1849, and recorded and made the order of the Court in said cause, it was among other things agreed and stipulated that it should be provided in the condition of the last-named bond that the said James Love should have the option and privilege of retaining the said slaves in his possession from year to year, until the final end and termination of said cause, whether such end and termination should be in the said District Court, or the Supreme Court, or in any court whatsoever of the United States, and that the said Love should be excused and exempted from delivering the said slaves to the said Receiver, his successor or successors, until that time, if he, the said Love, should on or before the twenty-fifth day of December of each year, during the pendency of said cause, file in the Clerk's Office of the District Court aforesaid, two several bonds, such as are mentioned, specified, and described in the said agreement of the parties; which stipulation and provision was accordingly introduced into the condition of the bond entered into by the said Love, with the said and as his sureties as aforesaid, and is also herein contained; and whereas the said Love has elected, and does hereby signify his election to retain in his possession all and singular the said slaves in the said schedule mentioned, and does hereby acknowledge his possession of all and singular the said slaves, excepting of the same, who have died during the past year. Now, the above named principal and surety to this bond do stipulate and agree that the said James Love shall safely keep the said slaves, and any others in controversy in the said cause, which may be now or hereafter in his possession during the full term of one year, to terminate on the first day of January, A. D. 1853, and furnish them at all times such necessary and proper food, sustenance, lodging, medicines, medical care and attention, and clothing, as their circumstances may severally require, and shall treat them humanely, and in the manner usual among planters of good standing, with reference to their own hands; that he shall pay the taxes on said slaves, and deliver all and singular the said slaves, and their increase, to the said Receiver, or to his successor in said office, on the first day of January, A. D. 1853, by two o'clock in the forenoon, at the town of Brazoria, in the county of Brazoria, excepting such as may die during the said year, or be too sick or infirm on that day for delivery; in which latter event such sick or infirm slave or slaves shall be delivered as soon thereafter as circumstances will admit; and if the said office of Receiver should, by any means, become vacant by the death, resignation, or dismissal of said Receiver, or his successor or successors, or in any other manner whatsoever, then the said Love, his heirs, executors, or administrators shall safely keep said slaves, subject to such order as may be made by the Court for their safe keeping: Provided, nevertheless, that if the said Love should elect to retain the said slaves in his possession in pursuance of the terms and provisions of the agreement of the parties, and order of the Court thereon, hereinbefore mentioned and referred to, and shall on or before the 25th day of December, A. D.

1852, file in the Clerk's Office of the said District Court, the two several bonds mentioned and required in and by the terms and provisions of the said agreement and order, then upon the filing of the said two bonds, the said Love shall be excused from delivering the said slaves to the said Receiver, or his successor, on the said first day of January, A. D. 1853, and shall be privileged to retain the same in his possession, subject to the said two bonds, and the terms, stipulations, and provisions in the same, and the conditions thereof, and in the agreement and order thereon aforesaid contained.

And the aforesaid principal and surety to this bond or obligation do further stipulate and agree that all and singular the said slaves and their increase, including all those also which are or may come into the possession of him, the said Love, in controversy in said cause, as well as those mentioned and described in the said schedule, shall be safely kept, and be forthcoming and delivered up in pursuance of, and to abide and satisfy any order, judgment or decree of the Court in said cause hereafter to be made touching the said slaves. Now if the above and foregoing stipulations and agreements and provisions shall all and singular be well and truly kept, performed and observed, then the above obligation shall be void and of none effect; otherwise, the same shall be and remain in full force and virtue.

And the aforesaid principal and surety do hereby further stipulate, agree and bind themselves, jointly and severally, that if the condition of the above obligation shall be violated or broken, or if the several stipulations, agreements and provisions be not well and truly all and singular kept and performed, then and in such case or event judgment may and shall forthwith be rendered and given in the said cause by the said District Court of the United States for the District of Texas, or by any court having and exercising jurisdiction of the said cause, upon motion of the Union Bank of Louisiana, the complainants in said cause, or their solicitor, against them, the aforesaid principal and surety to this obligation, jointly and severally, for the amount of the said complainant's claim or demand in the said cause justly due, with interest and costs of suit; in and to which judgment and proceeding they, the said principal and surety, do by these presents forever waive and release all errors and objections whatsoever, hereby solemnly declaring and agreeing that such judgment shall be good, valid, binding, and final, both in law and equity.

JAMES LOVE. [SEAL.]
WM. SHARP. [SEAL.]

Witness,
J. BATES,
JOHN S. JONES.

Afterwards, to wit: on the tenth day of January, in the year of our Lord one thousand eight hundred and fifty-two, the defendants, by their solicitor Robert Hughes, filed the following motion:—

Motion.

THE UNITED STATES OF AMERICA,
District of Texas, to wit:

District Court, January Term, 1852.

THE UNION BANK OF LOUISIANA
vs. } No. 18.
JOSIAH S. STAFFORD AND WIFE.
and In Chancery.
THE CANAL AND BANKING COMPANY
vs.
JOSIAH S. STAFFORD AND WIFE.

The defendants, by their solicitor, move the Court to direct James Love to deliver to Peter McGreal, the Receiver in this cause, all the negro slaves in his hands or possession, or under his control, which are in litigation in this cause, the said James Love having failed to file in the Clerk's Office of this Court, on or before the 25th day of December, 1851, such and so many bonds as were required by the agreement between the parties by their attorneys in the first of the foregoing named suits, under date of the 28th day of December, 1849, and said defendants, by their solicitor, that the bonds found amonst the papers herein, and pretended to be filed, are in no sense a compliance with the terms of said agreement, because—

1. The endorsement of the filing thereon is not signed by the Clerk of this Court, or any one for him.

2. Though both of said bonds, by the endorsements thereon, purport to have been filed the 3d day of October, 1851, yet they could not have been filed on that day, because one of them is dated on the 25th day of October, 1851.

3. The said bonds, which are pretended to have been filed in pursuance to the agreement aforesaid, are not and were not, before or at the time of the pretended filing thereof, or since, approved by the Judge of this Court, or by the Court, either in term time or vacation; nor is there, nor was there, at, before or after filing said bonds, any agreement by the parties to the agreement aforesaid as to the sufficiency of said bonds.

4. The bond which is pretended to have been filed, which is in the penalty of fifty thousand dollars, is imperfect and incomplete, being in blank as to date, and in several of the recitals contained in the condition annexed to said bond.

5. From said bond, without the resort to parol testimony, it cannot be ascertained which or how many of the negro slaves in these causes in contest are or were in the possession of James Love.

6. And the said bond is in other respects defective, informal and insufficient.

ROB. HUGHES,
January 9th, 1852. *For Defendants.*

Afterwards, to wit: on the fifteenth day of January, in the year of our Lord one thousand eight hundred and fifty-two, the report of Peter M'Greal, the Receiver, was filed, which is in the words following, to wit:—

Report of Receiver.

THE UNION BANK OF LOUISIANA
vs.
JOSIAH S. STAFFORD AND WIFE,

and

THE NEW ORLEANS CANAL AND BANKING CO.
vs.
JOSIAH S. STAFFORD AND WIFE.

In the United States District Court for the District of Texas, sitting in Equity, at Galveston.

To the Honorable John C. Watrous, Judge of the United States District Court for the District of Texas.

The petition of Peter M'Greal, Receiver in the above entitled causes, respectfully represents, that the bond of James Love and R. J. Townes, dated the 1st day of January, A. D. 1850, payable to your petitioner as said Receiver, for the sum of four thousand dollars, due the first day of January, A. D. 1851, remaining due and unpaid, and that the same is forfeited; that the bond of James Love and H. B. Martin, dated the day first aforesaid, payable to your petitioner, as said Receiver, for the sum of four thousand dollars, and due the first of January, 1851, remains due and unpaid, and the same is forfeited; and that the bond of James Love and William Sharp, dated the 10th day of December, 1850, payable to your petitioner as said Receiver, and due the 1st day of January, 1852, for the sum of eight thousand dollars, remains due und unpaid, and the said bond is forfeited; that said bonds were given for the hire of the negro slaves in controversy in said causes for the years 1850 and 1851 respectively, and your petitioner refers to the said bond here in Court on file as a part hereof.

He further represents that he has been notified by the counsel for the defendants, that he would be held liable for the said sums so due by the said bonds for the hire of said slaves, and that he has delayed until this period the report of the forfeiture and non-payment of said bonds, under the belief that the said hiring would be paid, or that steps to enforce the payment thereof would be taken by the counsel and solicitors of the parties to said causes.

He further represents, that no bond or bonds for the hire of said negro slaves, or for the safe keeping of said slaves for the year 1852, have ever been given or offered to your petitioner for approval or rejection.

He further represents, that James Love, the principal in said forfeited bonds, is the Clerk of the Honorable Court, and the Master in Chancery, to whom by the former orders of this Court, it is the duty of your petitioner to make his reports, and obtain a settlement of his accounts in said causes; that he deems the said James Love disqualified by reason of his said interest, and prays that a Master in Chancery *pro hac vice* be appointed by the Court in accordance with the LXXXII Rule of the Supreme Court of the United States for the government of the Circuit Courts.

Your petitioner prays that an order of Court be made directing that suits be brought for the recovery of the several sums due by the obligators upon said bonds, and upon all other bonds due by the several hirers of the negro slaves in controversy in said causes.

He prays the advice of this Honorable Court in the premises, and that said obligators be ordered to pay said sums and interest within ten days, or that judgments be entered up against the obligors on said bonds respectively for the sums due thereon, and for interest and costs, or that such proceedings be had as will relieve your petitioner from liability touching the premises; and, as in duty bound, he will ever pray, &c.

PETER McGREAL.

January 14*th*, 1852.

Afterwards, to wit: on the fifteenth day of January, in the year of our Lord one thousand eight hundred and fifty-two, the Court here made the following order:—

Order.

THE UNION BANK OF LOUISIANA
vs.
JOSIAH S. STAFFORD AND JEANETTA KIRKLAND, his wife,

and

THE CANAL AND BANKING COMPANY
vs.
JOSIAH S. STAFFORD AND JEANETTA KIRKLAND, his wife.

Upon the motion of the defendants by their counsel, it is ordered that Peter McGreal, the Receiver in these causes, do forthwith proceed to collect, by suit or otherwise as may be necessary, all and every sum and sums of money due and owing by any and every person and persons whatever to him as such Receiver, on note, bond, or otherwise, and that the Clerk of this Court deliver to said MacGreal all the bonds or notes filed by him in this Court, first taking certified copies thereof and filing with the papers in this cause.

Afterwards, to wit: on the same day and year, James Love, Esquire, the Clerk of the Court here, filed the following affidavit:—

Affidavit.

Union Bank of Louisiana
vs.
Stafford and wife.

Canal Bank
vs.
Stafford and wife.

District Court of the United States,
District of Texas:

In answer to the motion by the defendants in the above cause, now comes James Love, and reserving to himself all right of exception to the motion and proceeding herein, and expressly denying the legality of this proceeding and the jurisdiction of the Court herein, and reserving all manner of objection to the same, on oath says—

That the bonds executed in this cause for the forthcoming of said slaves, and for the payment of hire therefor for the last year, 1851, with Wm. Sharp as surety, were accepted by the parties complainants and defendants as a sufficient bond; that this affiant filed in the office of this Court, similar bonds with the same security, which affiant had every reason to believe was a sufficient security, and would be acceptable to the parties and approved by the Court; that said Sharp is a good surety and responsible for the amount of said bonds, and would have made affidavit to the same, had he been required to do so; and affiant is able to prove on a proper issue the sufficiency of said surety, that the failure to make the said bonds filed, and to sign the same, was not known to affiant, who fully believed they were legally filed by John S. Jones, Esq., his deputy, as was the intention of affiant; that affiant now requests that the endorsement of filing be signed by the Clerk, and that the filing be properly amended and done under the order of the Court; affiant says that said bonds have been among the records of this cause since about October, during all of which time affiant has believed the same valid and sufficient, and has had no reason to suppose either of them was not; that affiant would at any time have procured in legal and proper manner any amendment to said bond, or any additional security which might have been required; that although affiant insists on thes ufficiency of said security, yet he is perfectly willing, and now offers to furnish additional obligors on said bonds, which shall be sufficient and approved by the Court, said obligors to consent on the record that said bonds shall have full effect on or before the 25th of December last.

Affiant further says, that he requested John S. Jones, Deputy Clerk, to fill up the blanks in said bonds (except as to the number of deaths) previously to their being signed by said Sharp, and affiant fully believed that said blanks had been filled up, and that the bonds now executed for the ensuing year were identically the same, except as to change of dates, with the bonds executed for the last year, which were prepared by the counsel of the Union Bank, and accepted by the parties; that affiant has been compelled to be absent on indispensable business for several months past, during which the business of the Clerk's Office has been in the charge of his deputy, and affiant believed said bonds perfect in substance and form; that the Judge of this Court was absent from Galveston for several months from and before the 25th day of December last, and until about the first of January, that it was not possible for affiant to present the bonds for approval by the Judge; and affiant says that, had the Judge been here, said bonds would either have been approved by the Court, or executed in all particulars, and security given, which would have been approved by the Court. Affiant now offers, at such time as may be fixed by the Court to offer for its approval, such bonds, with security, as will be approved by the Court, which shall have effect on or before the 25th day of December last, by the consent of parties on the record.

Affiant further says that he was induced to take said slaves upon the agreement contained in this cause, by the special request of Mr. Stafford; that the papers were all prepared by Col. Allen; that affiant was led to believe that the agreement was in good faith, and was in every respect satisfactory to the parties, complainants and defendants; that affiant has acted with perfect good faith, and with the intention to carry out the agreement fully, in every respect; that one of the inducements to affiant to accept the control and possession of said slaves, was the importunities of said Stafford, and the apparent desire of all the parties that they should be placed in his possession during the pendency of said suit.

Affiant further says, that not doubting but that all the parties were acting in good faith in this matter, and that he would be permitted without hindrance to have the possession of said slaves until the final termination of said suit, which affiant believed would be several years, he has incurred great expense in preparing his plantation for the employment of said slaves; that he has now picked his crop and made arrangements with a view to the use of said slaves for the present year, and to be deprived of their use and labor would work very great loss and injury to affiant, and cause almost utter ruin; affiant further says that, hitherto said slaves or their labor have been of but little benefit to affiant, but that he has now, as he believes, made such arrangements as will enable to get some return from their labor during the present year, for the great expense and costs incurred in preparing for their employment.

Affiant states that he has been confined to his bed and unable to rise for about twelve days past; that he has been unable to examine the papers, or to consult fully with counsel, and that his objections to said motion are very imperfectly expressed.

That affiant again offers to do anything which the court may deem proper to secure his obligations for said slaves, but protests that to take the same from him under said circumstances will be illegal and oppressive.

JAMES LOVE.

Subscribed and sworn to before me, this 15th of January, A. D. 1852.

A. M. HUGHES, *Com'r.*

Afterwards, to wit: on the fifteenth day of April of the same year, the following writ of assistance was issued:—

Writ of Assistance.

UNITED STATES OF AMERICA,
District of Texas:

The President of the United States of America, to the Marshal of the District of Texas, or any of his lawful deputies, greeting:

Whereas, it appears by the affidavit of Peter McGreal, Esquire, Receiver in a certain cause depending in the District Court of the United States for the District of Texas, in Chancery, between the Union Bank of Louisiana, as complainants, and Josiah S. Stafford and Jeanetta Kirkland his wife, as defendants, filed in the said cause on the eighteenth day of February, A. D. 1848, and by other records of the said court thereon, that a demand has been made upon Josiah S. Stafford, one of the defendants in said cause, to deliver to the said Receiver certain of the negro slaves in controversy therein; and whereas it appears that the said Josiah S. Stafford did not comply with such demand, as he was in duty bound to do, but refused to comply therewith.

You are hereby commanded to aid and assist, by the authority and power in you vested, the said Peter McGreal, Esquire, Receiver as aforesaid, in taking into his possession such of the negro slaves hereinafter named and described, that is to say: Little Ben, in 1848 aged about thirty-one years, 31; William, about ; Friday, about 35; Bob Davenport, about 32; Sam McClure, about 39; Peter, about 44; Lewis Blacksmith, about 40; Paul, about 47; Jacob, about 51; Jack, about 49; Alonzo, about 37; Perry, about 27; Sam Rodgers, about 43; Little Sam, about 28; Jim, about 27; Pierre, about 29; Stephen, about 28; Austin, about 29; Little Lewis, about 27; George Lee, about 31; Edmund Bell, about 39; Willis, about 35; Levi, about 28; Ben McClure, about 25; Britton, about 34; Frank, about 30; Zachariah Carpenter, about 42; Ned, about 27; Philip, about 66; Jerry, about 61; Blaize, about 61; Alfred, about 28; Albert, about 28; Henry, about 41; Lewis Rogers, about 46; Tom, about 28; George, about 24; Dublin, about 39; Maria, about 46, and her two children, Louisa and Eliza; Clara, about 36; Charlotte, about 18; and Patsey, about 16; Fanny, about 47, and her child, Amanda, about 15; Big Jane, about 48; her three children, Margaret, about 21, Manuel, about 19, and Washington, about 13; Old Harriet, about 35; her child, Philip, about 22; Vicy, about 37, and her two children, Peggy, 17, and John Dixon, 12; Hewcy, about 30, and her child Charles, about 11; Clarissa, about 32; Amy, about 30, and her child, Aaron, about 11; Jane, about 29, and her child Harriet, about 11; Jenny, about 61; Charlotte, about 28; Mary, about 42, and her two children, Juliet, about 21, and Mary, about 14; Hortense, about 38, and her two children, Nannette, about 22, and Mary Anne, about 16; Caroline, about 31; Mary Hail, about 29; Big Mary, about 47; Sally, about 27; Pleasant, about 27; Violet, about 28; Hester, about 45; Big Charlotte, about 40; America, about 32; Elvira, about 29; Minerva, about 27; Cynthia, about 49; Minty, about 26; Judy, about 33, and her two children, Maria, 14, and Tom, about 11; Maria Johnson, about 30; her child Lavinia, about 11; Daphne, about 29; her child Lenoir, about 11; Charity, about, 51; Venus, about 28; Louisa, about 26; Sarah, about 23; Bene, about 26; Bob, about 32; Dick, about 28; Nancy, about 26; Benck, about 26; Solomon, about 21; and Richard, about 19 years of age, all slaves for life, together with their increase since the 6th day of June, A. D. 1837, as may be in the possession or under the control of the said Josiah S. Stafford, or of others in privity with him; and you are hereby further commanded to use all lawful means to place and establish the said Receiver in the full, perfect and undisturbed possession of all and several the said negro slaves and their increase, and that you from time to time, as often as shall be necessary, preserve and defend the said Receiver in such possession as aforesaid, against all persons whatsoever seeking to disturb the same, according to the true intent and meaning of the appointment aforesaid of such Receiver.

[SEAL.] Witness the Honorable John C. Watrous, Judge of the District Court of the United States for the District of Texas, and the seal of said court, this the fifteenth day of April, in the year of our Lord one thousand eight hundred and fifty-two, and of the Independence of the United States the seventy-sixth.

JAMES LOVE,
Clerk.

On which is the following return:—

Received on the 15th day of April, A. D. 1852, and on or about the 16th day, same month and year, I proceeded to the residence of the within defendants to execute this writ, and there levied upon the negro man Willis, but could not find the others, as report said they were hid out.

But the defendants agreed to, and did execute a delivery bond to the Receiver, Peter McGreal, whereupon the said negro man Willis was delivered over to the defendants by order of Receiver, who retains the said bond, and the others so named in this writ, not levied upon as per instructions.

J. BATES,
U. S. M.

By J. B. BATES,
Dep. M'l.

July 5th, 1852.

Afterwards, to wit: on the sixteenth day of January of the same year, the Court here made the following order:—

Order.

THE UNION BANK OF LOUISIANA
vs.
JOSIAH S. STAFFORD AND JEANETTA KIRKLAND, his wife,

and

THE NEW ORLEANS CANAL AND BANKING COMMPANY
vs.
JOSIAH S. STAFFORD AND JEANETTA KIRKLAND, his wife.

On this day came the parties aforesaid, by their counsel, and thereupon the motion of the deft's by counsel, to direct James Love to deliver to the Receiver the slaves in his possession, under contract of hiring, which are in contest in this cause, came on and was heard; and thereupon said James Love entered his appearance herein, and was heard upon said motion; upon consideration whereof, because it appears to the Court that said James Love had, in good faith, made his election under the agreement of the parties filed in this cause, on or before the 25th day of December, A. D. 1851, to retain in his possession for the year 1852, by nature of the agreement of the parties aforesaid, but by accident had failed to execute and file said bonds as required by said agreement of the parties aforesaid, when attempting to execute and file the same, and thereupon the court ordered that said James Love do now execute and file such bonds, with the security required, and that said bond, to be in the penalty of fifty thousand dollars, shall contain the agreement that the same stand in the room and stead of a bond which should have been executed with a like penalty, on or before the 25th day of December, A. D. 1851. Whereupon the said James Love came into open court, and entered into and executed said bond in the penalty of fifty thousand dollars, as required by this order, and in accordance with the agreement of the parties aforesaid, with John B. Jones, Wm. R. Smith, E. M. Bates, Joseph Bates, John B. Bates and Henry B. Martin, as his sureties, and another bond for the payment of the hire of said slaves, in the penalty of eight thousand dollars, with Joseph Bates, E. M. Bates, and John B. Bates and Henry B. Martin his sureties, which bonds were approved as sufficient by the parties, by their counsel, and were ordered to be filed as a performance of everything in this behalf required of said Love to be done and performed. And now it is ordered that the motion of said defendant, by his counsel, be discharged. Upon motion of the parties, by their counsel, and with their consent, it is ordered that Mark M. Potter, Esqr. be and is hereby substituted in the room and stead of James Love, and in his place appointed a Master in Chancery, to examine and report the accounts of the Reciever herein.

Afterwards, to wit: on the sixteenth day of January of the same year, the following copy of a power of attorney, from James Love, Esquire, to John B. Jones, was filed in the court here.

Power of Attorney.

DISTRICT COURT OF THE UNITED STATES,
District of Texas:

THE UNION BANK OF LOUISIANA
against
JOSIAH S. STAFFORD AND JEANETTA, his wife,
and — In Chancery.
THE NEW ORLEANS CANAL AND BANKING COMPANY
against
JOSIAH S. STAFFORD AND WIFE.

I, James Love, do hereby appoint John B. Jones, Esq., my lawful attorney in fact, with the full power to execute and deliver for me, and in my name, all bonds which may be necessary, or which my said attorney may deem proper, in order to enable me to retain during the present year, 1852, the possession of the slaves formerly in the hands of the Receiver in the above causes, or ordered into the hands of the Receiver, which said slaves have been in my possession during the past year 1851, and I especially authorize my said attorney to execute and deliver the bonds contemplated in the agreement on record in said cause first above named, by which I am entitled to retain said slaves this present year, 1852; and I authorize my said attorney to appear before the Honorable District Court of the United States for the District of Texas, and for me and in my name make any and all stipulations and agreements on the record or otherwise, which may be necessary, or which my attorney may deem proper in order to give full validity to said bonds, and to enable them to take effect on or before the 25th day of December last, or to make any other stipulations on the record which my attorney may deem proper; hereby giving my attorney full and unreserved power, as amply as I possess the same, according to his own discretion, to execute and deliver the bonds above specified, and to make any and all stipulations to give force and effect to the same.

Given under my hand and scrawl for seal, this sixteenth day of January, A. D. 1852. JAMES LOVE. [SEAL.]

Witness, W. P. BALLINGER.

The United States of America,
District of Texas:

I, James Love, Clerk of the District Court of the United States for the District of Texas, certify that the annexed and foregoing is a true copy of an original letter of attorney, filed in the cause of The Union Bank of Louisiana against J. S. Stafford *et ux.*

In testimony whereof, I have hereto set my hand and affix the seal of said Court, this 12th day of January, 1852.

[SEAL.] JAMES LOVE,
Clerk.

Afterwards, to wit: on the same day and year, a copy of a bond from James Love, Esquire, to Peter M'Greal was filed, which is in words following, to wit:—

Bond.

Know all men by these presents, that we, James Love as principal, and Joseph Bates, E. M. Bates, John Bates, John B. Jones, and William R. Smith, as sureties, are held and firmly bound unto Peter McGreal, Receiver, in the cause of the Union Bank of Louisiana against Josiah S. Stafford and Jeanetta Kirkland, his wife, lately pending in the District Court of the United States for the District of Texas, and now appealed to the Supreme Court of the United States, and his successor or successors in the said office of Receiver, in the just and full sum of fifty thousand dollars; for the payment of which, well and truly to be made, we and each of us bind ourselves, our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed by our seals, and dated this 16th day of January, A. D. 1852.

The condition of the above obligation is such that whereas, the above bound James Love did, on the 10th day of December, A. D. 1850, in pursuance of the order of the Court, and the agreement of the parties in the above named cause, elect to retain and keep in his possession, on hire, for the term of twelve months from the first day of January, 1851, to the first day of January, 1852, all the slaves which had previously been hired by him, and which had come from the hands of the said Peter McGreal, Receiver as aforesaid, and which by him, said McGreal, *had been* seized and taken into his possession before that time in said cause, the names and descriptions of which slaves are set forth in a certain receipt given for the same by J. Bates, the Marshal of said District of Texas, to said Peter McGreal, of the date of the 10th day of January, A. D. 1850, and on file in the papers of the cause aforesaid, as by a reference thereto will appear; and the said James Love did thereupon execute with good and sufficient security, to the satisfaction of the parties, the two bonds in the agreement of the parties, and order of the Court before referred to and required, and by means thereof the said slaves remained for the said term of time in the possession of the said James Love, upon a contract of hiring by virtue of and in pursuance of the agreement of the parties, and the order of the Court aforesaid; and whereas, the said James Love, in order to show his election to retain and keep in his possession the said slaves for another term of one year from the said first day of January, 1852, to the first day of January, 1853, as provided for in said agreement of the parties and order of Court aforesaid, did some time in the month of October, 1851, execute with surety the two bonds as required by the agreement aforesaid, and file the same with the papers of the cause aforesaid, before the 25th day of December, 1851; but the said bonds were not, before filing, or since, approved as sufficient by the parties to the agreement aforesaid, or either of them, or their attorneys or counsel, and the said bonds were in other respects defective and insufficient, and at and during the now January Term, 1852, of the District Court aforesaid, the said bonds were objected to; and because said bonds were not executed and filed in pursuance to the requisitions of said agreement of the parties aforesaid, before the 25th day of December, A. D. 1851, the counsel of said Stafford and wife moved the Court to order the said James Love to deliver the said slaves to the said Peter McGreal, Receiver as aforesaid; to which motion said James Love appeared, and upon consideration of said motion, the Court being satisfied that said James Love had in good faith made his election under said agreement of the parties aforesaid, but had by accident failed to execute and file said bonds as required by said agreement of the parties aforesaid, when attempting so to execute and file the same; and the Court thereupon ordered, that said James Love do now execute and file such bonds, with the surety required, and by said order requiring that one of the bonds, which was to be in the penalty of fifty thousand dollars, should contain the agreement, that the same stand in the room and stead of a bond which should have been executed with a like penalty on or before the 25th day of December, A. D. 1850.

Now, therefore, the said James Love, having elected as aforesaid, to retain and keep the said slaves in his possession, under contracts of hiring as aforesaid from the said first day of January, 1852, until the first day of January, 1853, agrees that this be taken in the room and stead of the like bond, which should have been executed as aforesaid; and the said James Love agrees that all of the slaves described and mentioned in the receipt of the Marshal aforesaid, except part thereof which have died since they came to the possession of said James Love, with the increase of the females, are now, and were in his possession on the said first day of January, 1852. And now, in accordance with said agreement of parties, and the order of Court in this cause before referred to, the said principal and sureties to this bond do now stipulate and agree that the said James Love shall keep the said slaves, and any others in controversy in this cause, which may now or may hereafter be in his possession from now to the first day of January, A. D. 1853; provided, however, that it is expressly understood that no covenant, stipulation, or agreement, in this bond contained, shall under any circumstances, authorize said Love at any time to retain or keep said slaves longer than the termination of said cause; and furnish them at all times with such necessary and proper food, subsistence, lodging, medicines, medical attendance, and clothing, as their circumstances may severally require; and shall treat them humanely, and in the manner usual among planters of good standing, with reference to their own hands; that he shall pay the taxes on said slaves, and deliver all and singular the said slaves and their increase to the said Receiver or his successor in office, on the first day of January, 1853, by ten o'clock in the forenoon, at the town of Brazoria, in the County of Brazoria, excepting such only as may die, or be too sick or infirm on that day for delivery; in which latter event, such sick or infirm slave shall be delivered as soon thereafter as the circumstances shall admit; and should the said office of Receiver by any means become vacant, the said Love, his executors or administrators, shall safely keep said slaves, subject to such order as may be made by the court: provided, however, that should the said Love elect to retain the said slaves in his possession, in pursuance of the terms of the agreement of the parties and the order of court aforesaid, and shall on or before the 25th day of December next, file in the Clerk's Office the two bonds required by said agreement and order, then said James Love shall be excused from delivering said slaves to said Receiver or his successor, on said 1st day of January, 1853, and shall be permitted to retain the same in his possession on the terms, stipulations, and provisions in the same, and the conditions thereof, and in the agreement and order aforesaid contained.

And the aforesaid principal and sureties to this bond further stipulate and agree, that all the said slaves and their increase before mentioned, excepting as aforesaid, shall be safely kept, and be delivered and forthcoming in pursuance of, or to abide or satisfy any order, judgment, or decree of the Court in said cause hereafter to be made, touching the said slaves.

Now if the above and foregoing stipulations, agreements, and provisions shall all and each of them be well and truly kept, performed, and observed, then the above obligation shall be void, and of none effect; otherwise, the same shall be and remain in full force and virtue.

And the aforesaid principal and sureties do further stipulate and agree, and bind themselves, jointly and severally, that if the condition of the above obligation shall be broken or violated, or if any or all of the stipulations, agreements, and provisions aforesaid, be not well and truly kept and performed, then, and in that event, judgment may and shall forthwith be rendered and given in said cause by the District Court of the United States for the District of Texas, at Galveston, or by any Court having jurisdiction of said cause, on motion of the Union Bank of Louisiana, the complainants in said cause, or their solicitor, against them, the aforesaid principal and sureties in this obligation, jointly and severally, for the amount of said complainants' claim in said cause, with interest and costs of suit; in and to which judgment and proceeding they, the said principal and sureties, do by these presents forever waive and release all errors and objections whatever; hereby solemnly declaring and agreeing that said judgment shall be good and valid, binding and final, both in law and equity.

JAMES LOVE, [SEAL.]
By his Attorney in fact, Jno. B. Jones.

JNO. B. JONES. [SEAL.]
WM. R. SMITH. [SEAL.]
E. BATES. [SEAL.]
J. BATES. [SEAL.]
J. B. BATES. [SEAL.]
H. B. MARTIN. [SEAL.]

Signed, sealed, and delivered in presence of
JOHN C. WATROUS.

THE UNITED STATES OF AMERICA,
District of Texas:

I, James Love, Clerk of the District Court of the United States for the District of Texas, at Galveston, certify that the annexed and foregoing is a true copy of an original bond filed in the cause of the Union Bank of Louisiana, against Josiah S. Stafford and wife.

In testimony whereof I hereto set my hand and affix the seal of said court, at the City of Galveston, this 12th day of January, A. D. 1852.

JAMES LOVE, [SEAL.]
Clerk.

Afterwards, to wit: on the same day and year, the following copy of a bond from James Love, Esquire, to Peter McGreal, the Receiver, was filed in the court here:—

Bond.

Know all men by these presents that we, James Love as principal, J. Bates, E. Bates, Jno. Bates, and H. B. Martin, as surety, are held and firmly bound unto Peter McGreal, Receiver, in the cause of the Union Bank of Louisiana, against Josiah S. Stafford and Jeanetta Kirkland his wife, lately pending in the District Court of the United States for the District of Texas, and now appealed to the Supreme Court of the United States, and his successor or successors in office of Receiver, in the just and full sum of eight thousand dollars, for the payment of which well and truly to be made, we and each bind ourselves, our heirs, executors, and administrators, jointly and severally, firmly by these presents, sealed with our seals, using scrawls, and dated the 16th day of January, A. D. 1852.

The condition of the above obligation is such, that whereas the above bound James Love, pursuant to the agreement of the parties and order of Court in the above named cause, which agreement bears date the 28th day of December, A. D. 1849, and is filed and recorded in said cause, reference being had thereto for its contents, has elected to keep in his possession on hire, all and singular the slaves seized and taken into the possession of the said Receiver in the said cause, the names and description of which slaves are set forth in a receipt given by J. Bates, the Marshal of the said District of Texas, to said Peter McGreal, Receiver as aforesaid, dated at Brazoria the 10th day of January, A. D. 1850, and which is on file in the papers of the cause aforesaid, except such as have died during the last year; and whereas the said James Love, in the exercise of the privilege granted to him by the said agreement, retains and keeps the said slaves, or such of them as are living on hire, for the term of one year from the 1st day of January, A. D. 1852, to the 1st day of January, 1853, at and for the price and sum of four thousand dollars, to be paid on the said first day of January, 1853.

Now, should the said James Love pay, or well and truly cause to be paid, to the said Peter McGreal, Receiver as aforesaid, or his successor or successors in said office of Receiver, the said sum of four thousand dollars, on the said first day of January, A. D. 1853, or shall, on or before that day, pay the same into any bank, or to any person authorized to receive the same, by any order or decree of the Court hereafter to be made in the said cause, then the above obligation to be void; otherwise, to remain in full force and effect.

JAMES LOVE,
by his Attorney in fact.

JNO. B. JONES. [SEAL.]
J. BATES. [SEAL.]
E. BATES. [SEAL.]
J. B. BATES. [SEAL.]
H. B. MARTIN. [SEAL.]

Signed, sealed, and delivered in the presence of—the words, "and his successor and successors in said office of Receiver," on first page, interlined before signed.

JOHN C. WATROUS.

THE UNITED STATES OF AMERICA,
District of Texas:

I, James Love, Clerk of the District Court of the United States for the District of Texas, at Galveston, certify that the above and foregoing is a true copy of an original bond filed in the cause of the Union Bank of Louisiana against J. S. Stafford and wife.

In testimony whereof, I have hereto set my hand, and affix the seal of the said Court, at the city of Galveston, this 12th day of January, A. D. 1852.

[SEAL.] JAMES LOVE, *Cl'k.*

Afterwards, to wit: on the twenty-third day of December of the same year, the following copy of a bond from James Love, B. F. Terry, and W. J. Kyle, to Peter McGreal, the Receiver, was filed, which is in the words following:—

Bond.

Know all men by these presents, that we, James Love as principal, and B. F. Terry and W. J. Kyle as sureties, are held and firmly bound to Peter McGreal, Receiver, in the case of the Union Bank of Louisiana against Josiah S. Stafford and Jeanetta Kirkland, his wife, lately pending in the District Court of the United States for the District of Texas, and now appealed to the Supreme Court of the United States, in the full sum of eight thousand dollars, to be paid to the said Peter McGreal, his successor or successors in the said office of Receiver, and for the payment whereof we jointly and severally bind ourselves, our heirs, executors and administrators firmly by these presents, sealed with our seals, dated this 25th day of December, A. D. 1852.

The condition of the above obligation is such, that whereas the above bounden James Love, pursuant to the agreement of the party and order of the Court in the above entitled cause, which agreement bears date the 28th day of December, A. D. 1849, and is filed and recorded in said cause, reference being had thereto for its contents, has elected to keep in his possession, on hire, all and singular the slaves seized and taken into the possession of the said Receiver in the cause, the names and descriptions of which slaves are set forth in a schedule referred to in the condition of a bond executed by the principal and surety hereto, in favor of the said Receiver, and bearing date herewith, and herewith filed in said cause; to which schedule reference may be had in like manner, and for like purposes, as if the same were incorporated into the condition of this bond.

And whereas, the said Love, in the exercise of the privilege granted to him by the said agreement, retains and keeps the said slaves in his possession, on hire, for the term of one year longer, to terminate on the first day of January, A. D. 1854, at and for the price and sum of four thousand dollars, then to be paid.

Now, therefore, if the said James Love shall well and truly pay, or cause to be paid to the said Receiver, or his successor or successors in office, the said sum of four thousand dollars, on the said first day of January, A. D. 1854, or shall on or before that day pay into any bank, or to any person authorized to receive the same, by any order or decree of the Court hereafter to be made in said cause, then the above obligation shall be void and of none effect; otherwise, the same shall be and remain in full force and virtue.

JAMES LOVE. [SEAL.]
B. F. TERRY. [SEAL.]
W. J. KYLE. [SEAL.]

Witness as to signatures of B. F. Terry and W. J. Kyle,
W. R. BAKER,
THOS. J. COFFEE.

THE STATE OF TEXAS,
Harris County:

Before me, Wm. R. Baker, Clerk of the County Court, came Benj. F. Terry and Wm. J. Kyle, to me well known, and severally acknowledged the execution of the foregoing instrument for the purposes and consideration therein contained and stated.

Witness my hand and seal of Harris County Court, at my office in Houston, this 18th Dec'r, A. D. 1853.

[SEAL.] WM. R. BAKER,
Clerk.

(Endorsed on the outside)

THE UNION BANK OF LA.
vs.
JOSIAH S. STAFFORD *et ux.*

Bond.

Filed 23d Dec'r, 1852.

JAMES LOVE,
Clerk.

I, James Love, Clerk of the District Court of the United States for the District of Texas, at Galveston, certify that the foregoing is a true copy of a bond filed in the case of the Union Bank of Louisiana against Josiah S. Stafford and wife, and of all the endorsements and memoranda thereon, the original of which is now delivered to Peter McGreal.

In testimony whereof I hereto set my hand and affix the seal of the said Court at the city of Galveston, this 23d day of January, A. D. 1854.

[SEAL.] JAMES LOVE,
Clerk.

Afterwards, to wit: on the twenty-third day of December of the same year, the following bond was filed:—

2329.

Bond.

THE UNION BANK OF LOUISIANA
VS.
JOSIAH S. STAFFORD AND JEANETTA KIRKLAND, his wife.

Know all men by these presents, that we, James Love as principal, and B. F. Terry and Wm. J. Kyle as surety, are held and firmly bound to Peter McGreal, Receiver, in the cause of the Union Bank of Louisiana against Josiah S. Stafford and Jeanetta Kirkland, his wife, lately pending in the District Court of the United States for the District of Texas, and now appealed to the Supreme Court of the United States, in the sum of fifty thousand dollars, to be paid to the said McGreal, his successor or successors in said affair, and for the payment whereof we jointly and severally bind ourselves, our heirs, executors and administrators, firmly by these presents, sealed with our seals, dated this 25th day of December, in the year of our Lord one thousand eight hundred and fifty-two.

The condition of this obligation is such, that whereas the said James Love did on the first day of January, A. D. 1850, pursuant to the order of the Court and the agreement of the parties in the above named cause, hire and receive of the said Peter McGreal, Receiver as aforesaid, all the slaves seized or taken into his possession before that time in the said cause, the names and description of which said slaves are set forth in a certain schedule, contained in the receipt of the Marshal, bearing date the tenth day of January, A. D. 1850, filed in said cause, and to be taken as part hereof, for the purpose of ascertaining and identifying the said slaves, and as far as may be thereby their value for the term one year, to terminate on the first day of January, A. D. 1851, and entered into bond bearing date the said first day of January, 1850, in the sum of fifty thousand dollars, with Henry B. Martin and Michel B. Menard as his sureties; to which bond, on file in said cause, or to the records thereof, reference may be had for its provisions and contents; and whereas, in and by the agreement of the parties to said cause, entered into on the twenty-eighth day of December, A. D. 1849, and recorded and made the order of the Court in said cause, it was among other things agreed and stipulated that it should be provided in the condition of the last named bond, that the said James Love should have the option and privilege of retaining the said slaves in his possession from year to year, until the final end and termination of said cause, whether such end and termination should be in the District Court or in the Supreme Court, or in any court whatsoever of the United States, and that the said Love should be excused and exempted from delivering the said slaves to the said Receiver, his successor or successors, until that time, if he, the said Love, should, on or before the 25th day of December of each year during the pendency of said cause, file, in the Clerk's Office of the District Court aforesaid, two several bonds, such as are mentioned, specified and described in the said agreement of the parties; which stipulation and provision was accordingly introduced into the condition of the said bond, entered into by the said Love with the said Henry B. Martin and Michel B. Menard as his sureties as aforesaid, and is also herein contained. And whereas the said Love has elected and does hereby signify his election to retain in his possession all and singular the said slaves in the said schedule mentioned, and does hereby acknowledge his possession of all and singular the said slaves, excepting of the same who have died during the past year.

Now the above named principal and surety to this bond do stipulate and agree that the said James Love shall safely keep the said slaves, and any others in his possession, in controversy in the said cause, which may be now or hereafter in his possession, during the term of one year, to terminate on the first day of January, A. D. 1854, and to furnish them at all times with such necessary food, sustenance, lodgings, medicines, medical attendance and clothing as their circumstances may severally require, and shall treat them humanely and in the manner usual among planters of good standing with reference to their own hands; that he shall pay the taxes on said slaves, and deliver all and singular said slaves and their increase to the said Receiver, or to his successor in said office, on the 1st day of January, A. D. 1854, by ten o'clock in the forenoon, at the town of Brazoria, in the County of Brazoria, excepting such only as may die during the said year, or be too sick or infirm on that day for delivery; in which latter event, such sick or infirm slave or slaves shall be delivered as soon thereafter as circumstances will admit; and if the said office of Receiver should by any means become vacant by the death, resignation or dismissal of the said Receiver, or his successor or successors, or in any other manner whatsoever, then the said Love, his executor or administrator, shall safely keep said slaves subject to such order as may be made by the Court for their safe keeping; provided, nevertheless, that if the said Love should elect to retain the said slaves in his possession, in pursuance of the terms and provisions of the agreements of the parties and order of the Court thereon, hereinbefore mentioned and referred to, and shall, on or before the 25th day of December, A. D. 1853, file in the Clerk's Office of the District Court the two several bonds mentioned and required in and by the terms and provisions of the said agreement and order, then upon the filing of the said two bonds, the said Love shall be excused from delivering the said slaves to the said Receiver or his successor, on the said first day of January, A. D. 1853, and shall be privileged to retain the same in his possession, subject to the said two bonds, and the terms, stipulations and provisions in the same, and the conditions thereof, and in the agreement and order aforesaid.

And the aforesaid principal and surety to this bond or obligation do further stipulate and agree, that all and singular the said slaves and their increase, including all those also which are or may come into the possession of him the said Love, in controversy in said cause, as well as those mentioned or described in the said schedule, shall be safely kept and be forthcoming and delivered up in pursuance of, or to abide and satisfy any order, judgment, or decree of the Court in said cause hereafter to be made touching the said slaves.

Now if the above and foregoing stipulations, agreements, and provisions, shall all and singular be well and truly kept and performed, and observed, then the above obligation shall remain in full force and virtue.*

And the aforesaid principal do hereby further stipulate, agree, and bind themselves, jointly and severally, that if the condition of the above obligation shall be violated or broken, or if the several stipulations, agreements, and provisions, be not well and truly all and singular kept and performed, then and in such case or event, judgment may and shall forthwith be rendered and given in the said cause, by the said District Court of the United States for the District of Texas, or by any Court having jurisdiction of the said cause, upon motion of the Union Bank of Louisiana, the complainants in said cause, or their solicitor, against them, the aforesaid principal and surety to this obligation, jointly and severally, for the amount of the said complainants' claim or demand in the said cause, justly due, with interest and costs of suit; in and to which judgment and proceedings these, the said principal and surety, do by these presents forever waive and release all errors and obligations whatsoever, hereby solemnly declaring and agreeing that such judgment shall be good, valid, binding, and final, both in law and equity.

JAMES LOVE. [SEAL.]
B. F. TERRY. [SEAL.]
W. J. KYLE. [SEAL.]

Witness as to the signatures of B. F. Terry and W. J. Kyle,
W. R. BAKER,
THO. J. COFFE.

THE STATE OF TEXAS,
Harris County:

Before me, W. R. Baker, Clerk of the County Court of said County, came B. F. Terry and Wm. J. Kyle, to me known, and severally acknowledged to me the execution of the foregoing instrument for the purposes and consideration therein stated.

Witness my hand and seal of Harris County Court, at my office in Houston, Dec. 18th, A. D. 1852.

[SEAL.] W. R. BAKER,
Clerk.

Afterwards, to wit: on the thirty-first day of December of the same year, the Mandate of the Supreme Court of the United States was filed in the Court here in the words following, to wit:—

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* On the sixth and seventh lines, the words "shall be void and of none effect, otherwise" were omitted.

Mandate.

UNITED STATES OF AMERICA.

The President of the United States of America

[SEAL.] To the Honorable Judge of the District Court of the United States for the District of Texas, greeting:

Whereas, lately in the District Court of the United States for the District of Texas, before you in a cause between the Union Bank of Louisiana, complainants, and Josiah S. Stafford and Jeanetta his wife, defendants in Chancery, the decree of the said District Court was in the following words, viz:—

"Whereupon the Court thought fit to order, adjudge, and decree, and it is accordingly ordered, adjudged, and decreed, that the complainants' bill be dismissed, and the said complainants pay the costs of this suit, to be taxed, &c."

As by the inspection of the transcript of the record of the said District Court, which was brought into the Supreme Court of the United States by virtue of an appeal, agreeably to the act of Congress in such case made and provided, fully and at large appears.

And whereas, in the present term of December, in the year of our Lord one thousand eight hundred and fifty-one, the said cause came on to be heard before the said Supreme Court, on the said transcript of the record, and was argued by counsel; on consideration whereof it is now here ordered, adjudged, and decreed by this Court, that the decree of the said District Court in this cause be and the same is hereby reversed, with costs, and that the said complainants, The Union Bank of Louisiana, recover against the said defendants, Josiah S. Stafford and Jeanetta Kirkland his wife, three hundred and ninety-eight dollars and twenty-eight cents for their costs herein expended, and have execution therefor.

And it is further ordered that this cause be and the same is hereby remanded to the said District Court, with directions to that Court to enter a decree in favor of the complainants, and for such further proceedings to be had therein as to law and justice may appertain.

You, therefore, are hereby commanded that such execution and further proceedings be had in said cause, in conformity to the decree and opinion of this Court, as according to right and justice, and the laws of the United States ought to be had, the said appeal notwithstanding.

Witness the Honorable ROGER B. TANEY, Chief Justice of said Supreme Court, the first Monday of December, in the year of our Lord one thousand eight hundred and fifty-one.

Costs of Complainants.

Clerk	$378 28
Attorney	20 00
	$398 28

Taxed by Wm. Thos. Carroll, Clerk of the Supreme Court of the United States.

Supreme Court U. S., December Term, 1851.

Costs of the Union Bank of Louisiana, in N, 101.

1850, ent ac., 56; fil. we., 40; allow., 40; cit., 40; serv., 40; bond and app., 68; ass. of cr., 41; pray, 40; rec., 100; cert., 40; dve., 40; fee bond and ent. sec., 152 rw; te., 84.

December Term. Ap., 21; ru., 28; mo. and org., 00; fil., 40; ord., 28; fil., 40; fil. pa. ord., 28 con 14.18; T. ap. 25; ru., 28; mo., 28; fil., 40; arg. ord., 28; fil., 40; fil. pa. ord., 28; con. 14 18 T. ap., 21; ru., 28; mo., 28; fil., 40; arg. ord., 28; fil., 40; fil. pa.

Dec. T. ap. 20; ru., 28; br., 40; arg., 28; sub., 28; no., 28; jud., 1.64½; fil., 40; rec. pr., 56; mo. and ord., 56; mand., 5.98½; fil. pa., 5.60; record, 352.80; co. and co., 56. $378 28

$378 28. See book D, pa. 389. Test,

WM. THOS. CARROLL,
C. S. C. U. S.

1852, Apl. 24. Rec'd payment.

WM. THOS. CARROLL.

Afterwards, to wit: on the nineteenth day of July, in the year of our Lord one thousand eight hundred and fifty-two, the Master in Chancery, M. M. Potter Esq., gave the following notice to parties to attend the examination of Receiver's account:—

Notice.

IN U. S. DISTRICT COURT,
For the District of Texas:

THE UNION BANK OF LOUISIANA
vs.
JOSIAH S. STAFFORD AND WIFE,
and the
NEW ORLEANS CANAL AND BANKING COMPANY
vs.
JOSIAH S. STAFFORD AND WIFE.
In Chancery.

The complainants and defendants will take notice that on Thursday, the 22d day of July, 1852, at the hour of ten A. M., at my office in the City of Galveston, I will proceed in reference to the accounts of Peter McGreal, Receiver in said causes, and shall examine and report thereon without delay; at which time and place you will please to be present.

Respectfully,
M. M. POTTER,
Master in Chancery.

July 19*th*, 1852

Which is endorsed with the following acknowledgments of service:—

Service of copies acknowledged for self and wife.
J. S. STAFFORD.

July 20*th*, 1852.

We acknowledge service of a copy of the within notice.
ALLEN & HALE,
Sol'rs for Union Bank of La.

July 21*st*, 1852.

I acknowledge service of a copy of the within notice.
W. P. BALLINGER,
Sol'r for New Orleans Canal and Banking Co.

July 22, 1852.

Afterwards, to wit, on the twenty-second day of July of the same year, the following agreement of parties as to evidence before the Master on the Receiver's account, was filed with the Master.

Agreement.

IN U. S. DISTRICT COURT,
For the District of Texas:

THE UNION BANK OF LOUISIANA
vs.
J. S. STAFFORD AND WIFE,

and

THE N. ORLEANS CANAL AND BK'G COMPANY
vs.
J. S. STAFFORD AND WIFE.

In the above entitled causes the complainants and defendants agree that upon the reference of the accounts of Peter McGreal, Receiver, all parties interested may take depositions before Robert J. Townes, Esquire, or any other commissioner of the United States Court, without further notice, or filing interrogatories, and the said depositions may be used as evidence for and against said Receiver's accounts before the Master in Chancery, and before the said United States Court.

DAN'L. D. ATCHISON,
of Counsel for Stafford and wife.

W. P. BALLINGER,
Sol'r for N. O. Canal and Bank'g Comp'y.

ALLEN & HALE,
Sol'rs Union Bank of La.

PETER McGREAL,
Receiver.

July 22d, 1852.

Afterwards, to wit: on the sixth day of June, in the year of our Lord one thousand eight hundred and fifty-three, it being Rule day, the following order was entered:—

Notice.

THE UNION BANK OF LOUISIANA
vs.
JOSIAH S. STAFFORD AND WIFE.
} June Rules, 1853.

The parties to this cause will take notice, that M. M. Potter, Master in Chancery, has filed his reports on the Receiver's accounts on this day.

June 6th, 1853.

JAMES LOVE,
Clerk.

Which report of the Master in Chancery, and the accompanying papers, are in the words following, to wit:—

Report of Master.

UNITED STATES DISTRICT COURT,
District of Texas:

THE UNION BANK OF LOUISIANA
vs.
JOSIAH S. STAFFORD AND WIFE,
}

and

THE NEW ORLEANS CANAL AND BANK'G COMPANY
vs.
JOSIAH S. STAFFORD AND WIFE.
}

Proceedings before Master on Receiver's Account.

Thursday, July 22d, 1852. The hearing on the Receiver's account in the above matter is, by agreement of the parties, adjourned, and continued until the 1st day of September, 1852.

M. M. POTTER,
Master.

Wednesday, September 1st, 1852. None of the parties appearing, either in person, or by attorney, the hearing on the Receiver's account in the above matter is adjourned and continued until further notice.

M. M. POTTER,
Master.

Friday, May 27th, 1853. The hearing on the Receiver's account in the above matter, commenced, and, not being able to conclude the examination, the same is continued until to-morrow morning, at ten o'clock A. M.

M. M. POTTER,
Master.

Saturday, May 28th, 1853. The hearing on the Receiver's account in the above matter continued, and, not being concluded, the same is continued until Monday morning next, at 10 o'clock A. M.

M. M. POTTER,
Master.

Monday, May 30th, 1853. The hearing on the Receiver's account in the above matter continued, and, not being concluded, the same is continued until to-morrow morning, at 10 o'clock A. M.

M. M. POTTER,
Master.

Tuesday, May 31st, 1853. The hearing on the Receiver's accounts in the above matter continued, and, not being concluded, the same is continued until to-morrow morning, at 10 o'clock A. M.

M. M. POTTER,
Master.

Wednesday, June 1st, 1853. The hearing on the Receiver's accounts in the above matter continued, and, not being concluded, the same is continued until to-morrow morning, at 10 o'clock A. M.

M. M. POTTER,
Master.

Thursday, June 2d, 1853. The hearing on the Receiver's account in the foregoing matter continued, and, not being concluded, the same is continued until to-morrow morning.

M. M. POTTER,
Master.

Friday, June 3d, 1853. The hearing on the Receiver's account in the foregoing matter continued, and, not being concluded, the same is continued until to-morrow morning, at 10 o'clock A. M.

M. M. POTTER,
Master.

Saturday, June 4th, 1853. The hearing on the Receiver's account in the foregoing matter continued, and, not being concluded, the same is continued until Monday morning next, at 10 o'clock A. M.

M. M. POTTER,
Master.

Monday, June 6th, 1853. And now, having examined the accounts of the Receiver as presented to me, and having heard and examined such evidence as the parties in interest here thought proper to produce, I beg leave to report the result of my examination as follows :—

PETER MCGREAL, *Receiver, &c.,*	CR.
By services in hiring out negroes in January, 1849. Travelling expenses to and from Galveston, and expenses of advertising negroes for hire	$500 00
" expenses of guarding and feeding negroes, and firewood and house rent for same in January, 1849	50 00
" paid Dr. R. H. Chinn's medical bill for examination, attendance, and care of negroes, (as per voucher No. 4)	177 00
" Paid Dr. E. Stephen's bill for visit and med. for negro boy, (as per voucher No. 5)	5 00
" paid D. M. Ransom's bill for visits, &c., for negro man, (as per voucher No. 11)	8 50
Paid Assessor and Collector of Brazoria County, for taxes for years 1848 and 1849, (voucher No. 6)	165 90
Paid W. S. Spencer, Deputy Marshal, for seizing five negroes, and expenses attending the same, and for guarding negroes, (see his deposition and voucher No. 7)	234 75
Am't forward	$1,141 15
Am't br't forward	$1,141 15
Paid for shoes, clothes and hats for negroes, (as per deposition of W. S. Spencer)	24 00
Paid M. B. Williamson for drawing bonds for hiring negroes, &c.	30 00
Paid Mrs. Reel for nursing negroes, (as per voucher No. 12)	
Expenses to Houston and back, and services in receiving and hiring out ten negroes and taking bonds	50 00

For services as Receiver, including travelling expenses, &c., for the years 1850 and 1851 (see depositions of W. S. Spencer and others), at $500 per annum .	1,000 00
Am't allowed . . .	2,247 15

The item of $546 for medical bill of Dr. Turner, was not allowed as a proper charge, as it was shown that the services were rendered under an agreement with the defendant, J. S. Stafford (as per his testimony, herewith presented).

The item for Dr. R. H. Hanna's medical bill was also rejected, as I conceived from the terms in which the slaves were hired to Col. James Love, that he alone was liable for medical services in attending upon them.

The item of $150 for Receiver's expenses and services about the slaves in December, 1849, and January, 1850, was not sustained by any proof before me, and not allowed.

The item of $500 for "services as Receiver, &c.," in 1849, not allowed, as the Receiver was allowed $550 for hiring the slaves and expenses and for that year.

There was a proof introduced before me in relation to the items for commissions on claims in suits, and I have not taken them into consideration.

The Receiver's account shows the receipt by him of	$5,553 83
From which deduct the amount of his account as allowed	2,247 15
	$3,306 68

M. M. POTTER,
Master.

June 6th, 1853.

Account of Receiver.

To James Love, Esq.,
Master in Chancery.

Sir: I beg leave to hand you herewith my account since the last settlement.

You will perceive that the amount for the first year's hiring is less than the bond of the hirer, but this is owing to the agreement of the parties, who instructed me to take a certain amount of cotton in payment of the hire, which yielded the sum set down in my account.

You will also perceive that the whole amount of the last year's hiring has not been collected, but it is due by good and solvent persons, who in a short period will pay the sum due on the hire of the negroes.

Should the solicitors on either side not be satisfied with any charge, or item in the account, I would respectfully beg leave to introduce evidence before you on the hearing, to establish the same, as it would be almost impracticable now to go into a detail of the circumstances connected therewith.

I make this report of my account in obedience to an order of the Court, made yesterday.

I have been ready at all times to make it, but have been acting under the supposition that I could only be called upon to do so by the order of the Court, in which view I think that you will agree with me, on referring to the conditions of my official bond.

Will you please to appoint a suitable time for passing upon my accounts, and give the requisite notices to the respective parties.

Most respectfully, &c.,

PETER MacGREAL.

June 20th, 1850.

Peter MacGreal, Receiver, in account in the cause of the Union Bank of Louisiana, comp'ts, against J. S. Stafford and wife, def'ts.

1849.		
Feb'y.	To amount received for hire of negroes from Terry	$1,822 83
	" amount received from hire of last year	3,126 00
	" amount due for hire of the negroes last year	605 00
		$5,553 83

CREDITS.

By my account filed 3d Dec. 1849	$1,677 45	
" amount paid for shoes, clothing and hats . . .	24 00	
" amount paid Dr. R. H. Chinn .	107 00	
" amount of M. B. Williamson's account . . .	30 00	
" amount of Dr. Ransom's bill .	3 50	
" amount paid R. J. W. Reel .	2 00	
" my expenses and services about the slaves, Dec. 1849, and January 1850 . . .	150 00	
" amount to Dep. Marshal Spencer for guarding negroes 10 days . . .	25 00—	$2,023 95
Balance . . .	Doll's.	3,529 88

Before me, James Love, a Master in Chancery, personally appeared Peter MacGreal, who on oath says that the foregoing account is just and true.

PETER MacGREAL.

Sworn and subscribed before me, this 20th day of June, A. D. 1850.

Endorsed

Presented to me July 16th, 1852, by Peter MacGreal, Receiver.

M. M. POTTER,
Master.

Account of Receiver.

THE U. BANK OF LOUISIANA
vs.
JOSIAH S. STAFFORD AND WIFE.

In account with PETER MACGREAL, Receiver.

To amount due for services as Receiver of the negro slaves in this cause, seized in the year 1849, including travelling expenses, and detention at Galveston	$500 00
" amount due me for similar services in the year 1850	500 00
" amount due me for similar services in the year 1851	500 00
" cash paid Robert Keen for services—see vouchers	6 00
" cash paid expenses to Houston and back, and receiving and hiring 10 slaves, and taking bond .	50 00
	$1,556 00

To be added when claims now in suit are collected, viz:—

Com's on Judgments *vs.* Love and Sharp, about	$430	
Com's on suit *vs.* Love and Martin, about	220	
Com's on suit *vs.* Towns and Love, about	220	
		$2,426 00

Amount paid Marshal and Clerk for costs in this cause.

GALVESTON, *July 14th*, 1852.

PETER MACGREAL.

Vouchers.

Voucher No. 4.

Received, Brazoria, June 13th, 1854, from Peter MacGreal, Receiver, in the case of the Union Bank of La. against J. S. Stafford and wife, the sum of two hundred and forty-nine dollars, for my services to the negro slaves in said case, which embraces preceding receipts for other amounts against the same negroes for bills rendered to said MacGreal as Receiver.

$249. R. H. CHINN.

Received, Brazoria, November 23d, 1849, from Peter MacGreal, one hundred and forty-two dollars, being the amount of my medical account heretofore rendered in the case of the Union Bank of Louisiana against J. S. Stafford and wife.

$142. R. H. CHINN.

Peter MacGreal, Receiver in the case of the Union Bank *vs.* Stafford and wife, to R. H. Chinn, M. D.,

			Dr.
1848.		For attention to Stafford's negroes—	
Feb'y	14th	“ “ “	$3 00
“	24th,	“ “ “	3 00
“	27th,	“ “ “	3 00
“	28th,	“ “ “	3 00
“	29th,	“ “ “	3 00
“	3d,	“ “ “	3 00
“	6th,	“ “ “	3 00
“	8th,	“ “ “	3 00
“	9th,	“ “ “	3 00
“	11th,	“ “ “	3 00
“	12th,	“ “ “	3 00
“	13th,	“ “ “	3 00
“	14th,	“ “ “	3 00
“	15th,	“ “ “	3 00
“	16th,	“ “ “	3 00
“	17th,	“ “ “	3 00
“	18th,	“ “ “	3 00
“	19th,	“ “ “	3 00
1849.			
June	11th,	“ “ “	3 00
“	11th,	“ “ “ at Carman's	3 00
“	13th,	“ “ “	3 00
“	13th,	“ “ “ at Carman's	3 00
“	14th,	“ “ “	3 00
“	18th,	“ “ “	3 00
“	20th,	“ “ “	3 00
Feb.	1st,	“ “ “	3 00
Jan.	8th,	For the examination $76 00; For mileage for same $28 00	104 00
April	25th,	For attention to Stafford's negroes at Carman's	3 00
“	26th,	“ “ “ “ “	3 00
“	27th,	“ “ “ “ “	3 00
“	28th,	“ “ “ “ “	3 00
			$194 00

		Amount brought forward,		$194 00
May	24th,	For attention to Stafford's negroes	at Carman's	3 00
"	29th,	" " "	at Blackwell's	3 00
June	2d,	" " "	at P. MacGreal's	3 00
May	30th,	" " "	at Blackwell's	3 00
June	3d,	" " "	at P. MacGreal's	3 00
"	4th,	" " "	at P. MacGreal's	3 00
July	25th,	" " "	at Lune Harding's	3 00
Aug.	29th,	" " "	at Carman's	3 00
Oct.	13th,	" " "	at P. MacGreal's	3 00
March	24th,	" " "	at Jno. Prewitt's	3 00
April	10th,	" " "	" "	3 00
July	11th,	" " "	(drawing a tooth)	1 00
Sep.	14th,	" " "	at Prewitt's	3 00
"	16th,	" " "	" "	3 00
"	17th,	" " "	" "	3 00
May	9th,	" " "	" "	3 00
"	16th,	" " "	" "	3 00
"	20th,	" " "	" "	3 00
				$249 00

Brazoria, *June 13th*, 1850.

I know of the correctness of this account, and approve the same for payment.

PETER MacGREAL,
Receiver.

Voucher No. 5.

1849.
January 12th, To visit and medicine for n'g boy Charles $5 00

In the matter of

The Union Bank of Louisiana
vs.
J. S. Stafford and wife.

Brazoria, *May*, 1849.

Charge to account of Peter M'Greal.

E. STEPHENS.

This account is approved as correct.

PETER MacGREAL,
Receiver.

Voucher No. 6.

DISTRICT COURT OF THE UNITED STATES,
District of Texas:
December Term, 1848.

UNION BANK OF LOUISIANA
vs.
JOSIAH S. STAFFORD AND WIFE. } 18.

Upon motion and petition of Jarvis Dockrill, Tax Collector of the County of Brazoria, it is ordered that Peter MacGreal, Receiver in this cause, pay said Jarvis Dockrill the sum of ninety-one dollars and twenty cents, the taxes due said Collector, and chargeable on the property in this cause for State and County taxes for the years 1847 and 1848, taking his receipt therefor.

I, James Love, Clerk of the Court aforesaid, do hereby certify that the foregoing is a true and correct copy of an order, made and entered on the record of said Court in the case aforesaid.

In testimony whereof I hereto subscribe my name, and have caused the seal of said Court to be affixed at the city of Galveston, on this 14th day of February, A. D. 1849.

[SEAL.] JAMES LOVE,
Clerk.

Endorsed

Received payment of the within from Peter McGreal, Receiver.

JARVIS DOCKRILL,
Ass'r and Coll. Brazoria County.

Voucher No. 7.

Received from Peter McGreal, Receiver in the case of the Union Bank of Louisiana against J. S. Stafford and wife, the sum of two hundred and nine dollars and seventy-five cents, for services by me rendered in said cause, as set forth in my account on file therein.

WINGFIELD S. SPENCER,
Deputy Marshal.

(*Voucher No* 7.)

UNITED STATES DISTRICT COURT,
District of Texas:
December Term, 1849.

UNION BANK OF LOUISIANA
vs.
JOSIAH S. STAFFORD AND WIFE. }

Mr. Peter McGreal, Receiver, to the State of Texas and County of Brazoria—

State tax for the year 1849 . . .	$49 80
County " " " " . . .	24 90
	$74 70

Received payment in full from Peter MacGreal, Receiver.

JARVIS DOCKRILL,
Assessor and Collector for Brazoria County.

Voucher No. 10.

THE UNION BANK OF LOUISIANA AND NEW ORLEANS CANAL AND BANKING COMPANY
vs.
JOSIAH S. STAFFORD AND WIFE.

Mr. Peter Mac Greal, Receiver, to M. B. Williamson,	DR.
1850. Jan'y 7. To writing twenty bonds for said Receiver to secure the hire of the negro slaves, at one dollar and fifty cents each	$30 00

January 10, 1850.

Voucher No. 11.

The Receiver of Mr. Stafford's negroes, M. Ransom,	DR.
April. To visit negro man at Brigham's, 6 miles .	6 00
Medicine and prescription for do.	2 50
	$8 50

This account is correct.

PETER MACGREAL,
Receiver.

Voucher No. 12.

UNION AND CANAL BANKS
vs.
JOSIAH S. STAFFORD AND WIFE.

To E. B. Reel,	DR.
To services rendered to Elvira in sickness from January 1849 to Jan'y 1850, two dollars	$2 00

Received payment in full from Peter MacGreal, Receiver.

ROB'T J. W. REEL,
For Wife E. B. Reel.

January 10*th*, 1850.

Voucher No. 13.

Rec'd from Peter MacGreal, Receiver in the case of the Union

Bank of La. *vs.* Stafford and Wife, five hundred and forty-six dollars, this being the amount of my account filed in said case, in full.

JOHN W. TURNER.

Dr. Hanna's Account.

IN THE UNITED STATES DISTRICT COURT,
For the District of Texas:

THE UNION BANK OF LOUISIANA
vs.
JOSIAH S. STAFFORD AND WIFE,
and
THE NEW ORLEANS CANAL AND BANKING COMPANY
vs.
JOSIAH S. STAFFORD AND WIFE.
In Chancery.

Peter MacGreal, Receiver, to R. H. Hanna, M. D. DR.

1852. To medical services rendered negroes in the above entitled causes—

May 23d,	To visit Col. Sharp's plantation . .	$20 00
“ “	“ medical examination negroes . .	40 00
May 30th,	“ visit, pres. med., Alfred, Maria, Lavinia	25 00
“ “	“ pres., Paul, Cynthia, two children, and med.	5 00
June 6th,	“ visit, &c., 20 miles . . .	20 00
		$110 00

Before me, Robert J. Townes, a Commissioner of the United States Court for said District, personally appeared Doctor Robert H. Hanna, to me known, who being duly sworn, deposes and says that the foregoing account is just, true, and according to the customary charges of physicians in this county.

R. H. HANNA.

Sworn to and subscribed before me this 30th day of August, A. D. 1852.

R. J. TOWNES,
Com'r of the U. S. District Court for the District of Texas.

Endorsed

The within account is correct.

PETER MACGREAL,
Receiver.

August 31*st*, 1853.

Receipts.

Rec'd, Brazoria, January, 1849, from Peter MacGreal, six dollars in full for services in assisting in the seizing and taking negroes in the case of the Union Bank of Louis'a *vs.* J. S. Stafford and Wife.

$6 00 ROBERT KEEN.

Received, Brazoria, January 2, 1849, from Peter McGreal, Receiver of certain negroes, in the case of the Union Bank of Louisiana against Josiah S. Stafford and wife, five dollars for services, day and night, in guarding said negroes at Brazoria.

D. B. McNEEL.

UNION BANK OF LOUISIANA
vs.
JOSIAH S. STAFFORD AND WIFE.

To Robt. J. W. Reel, Dr.

To two days' services, and nights, for self and men, to wit: Charles L. Carman and Robt. Keen, at $3 per day each for men and horses, making . . . $18 00

ROBT. J. W. REEL,
U. S. Dep. Marshal.

January 10*th*, 1849.

Mr. Peter McGreal, Receiver, to M. B. Williamson, Dr.

1849.		
January 1st,	To writing 12 bonds for the hire of negroes	$24 00
January 8th,	To writing 4 bonds, $2 each, for hire of negroes	8 00
		$32 00

January 8*th*, 1849.

Received payment in full of Peter McGreal, the Receiver appointed.

UNION BANK OF LOUISIANA
vs.
JOSIAH S. STAFFORD AND WIFE.

To Robt. J. W. Reel, Dr.

To two days' services, and night, guarding negroes attached, and travelling 56 miles $10 00

Received of Peter McGreal, the Receiver, the above in full.

ROBT. J. W. REEL.

January 2*d*, 1849.

Received of Peter McGreal, Receiver, three dollars each (amounting to six dollars), in full for our services as guards over the slaves hired by order of the U. S. District Court, on the first day of January, inst.; our services as such guards being performed on the 1st and 2d of January, and during the night intervening.

ROBERT KEEN.
CALVAN LATTURNER.

Attest,
E. Allen.
Januury 3d, 1833.

Proof Before Master.

Depositions to be used upon the examination of Receiver's account:—

Proof of Josiah S. Stafford before the Master.

Examination of Accounts of the Receiver, in the suits Union Bank of L'a *vs.* Stafford and wife, and New Orleans Canal and Banking Company *vs.* same.

In the year 1848, after the seizure of slaves in the Union Bank suit, they were hired by W. J. Kyle and B. F. Terry for my benefit. I kept the most of them, commencing late in March, at the plantation formerly owned by William S. Austin, during that year. When I went on the plantation with my slaves in March, which was my first occupancy of it, I found Dr. John W. Turner occupying part of the house. The doctor told me he wished to remain in the house. It was agreed that he should do so, and should have the part of the house necessary, and receive his board, &c., on the place, and should in consideration thereof attend to the negroes in case of sickness. The only price he was entitled to for any medical services, was his board, &c., as aforesaid. There was but little sickness among the negroes that year. The bill charged by Dr. Turner is an extravagant, exorbitant and unconscientious bill, even if entitled to charge any, both in the amount of services claimed, and the price for said services respectively. His medical attention was on the plantation.

Even if there had been no arrangement of the kind, Dr. Turner was not employed with any promise or agreement, direct or indirect, that his account for services should be presented against the complainant, or the costs or expenses in the suit. I was to keep the negroes without expense of physicians or other expense. Dr. Turner was absent a large part of the year. I employed a physician residing at Genl. Coffee's plantation, near mine, to attend to the negroes, and paid him $64 as medical bill. It never occurred to me that medical services were anybody's matter except my private account.

I would also remark that Dr. Turner's first charges are before the negroes came to the plantation, and I believe before he was where they were, or had anything to do with them. Dr. Turner was fully compensated for all his services to the negroes, according to our express understanding, by his board.

Dr. Turner never presented or mentioned any bill to me, and the first I heard of it was a proposition from another physician to make out a large bill against the Banks in these suits, which he said he thought he could get allowed. He had never attended to the negroes since the commencement of this suit. When I refused the offer he said Dr. Turner had made out a large bill.

I don't remember whether the agreement about Turner's board and medical attention, &c., was made with me or my overseer. I know such was the agreement.

J. S. STAFFORD.

Sworn to and subscribed by J. S. Stafford before me on this 3d day of June, A. D. 1853.

M. M. POTTER,
Master.

Wm. G. Hale and Wm. P. Ballinger deposed that the sum of fifty dollars is a reasonable charge for expenses to Houston and back, and services in receiving and hiring out ten negroes and taking bonds.

IN THE UNITED STATES DISTRICT COURT,
For the District of Texas:

THE UNION BANK OF LOUISIANA
vs.
JOSIAH S. STAFFORD AND WIFE,
and
THE NEW ORLEANS CANAL AND BANKING COMPANY
vs.
JOSIAH S. STAFFORD AND WIFE.
In Chancery.

Before me, Robert J. Townes, Commissioner for the United District Court for said District, personally appeared W. S. Spencer, to me well known, who, being duly sworn, deposes and says that he has examined the accounts of Peter MacGreal, Receiver, in the above entitled causes, and that from his personal knowledge, the said MacGreal incurred great expense in the care and attention given by him to the negro slaves in controversy in said causes; that he made frequent visits to said negroes since his appointment as Receiver, during the times they have been hired out since 1848, down to the present time; that he incurred great trouble and anxiety by his care and attention during the same time, and that said services and attention are reasonably worth the sum of two hundred dollars per year; that said services, care and attention of said Receiver, to said slaves, have been constant and unremitting since the year 1848. That the proper treatment and present good condition of said slaves, are in a high degree owing to the constant care and diligence of said Receiver.

That no responsible and suitable man in this county would have taken the same trouble, care and attention to said negroes for a less amount than five hundred dollars per year.

That affiant knows that said Receiver incurred great personal risk from the defendants and their friends, and incurred the enmity and ill will of a large number of persons by reason of his appointment as such, and from the care, attention and vigilance bestowed on said slaves.

Affiant further states that he has been acting nearly all of said time as Deputy Marshal; and at the instance of said MacGreal, and in connection with his said duties, accompanied by him, made frequent, tedious, and unpleasant trips for the purpose of securing and protecting said negroes from any improper treatment or interference.

Affiant further states that said MacGreal furnished some clothes, shoes and hats to a portion of said negroes, being destitute of these things, in 1849 and '50, and thinks the charge of $24 00 for these articles reasonable.

Affiant further says, that the accounts of two hundred and nine dollars and seventy-five cents, and twenty-five dollars, presented by him against said Receiver, were just and correct.

W. S. SPENCER.

Sworn and subscribed to, before me, a Comm'r of the U. S. District Court for the District of Texas, the 23d of August, 1852.

R. J. TOWNES.

IN THE UNITED STATES DISTRICT COURT,
For the District of Texas:

THE UNION BANK OF LOUISIANA
vs.
JOSIAH S. STAFFORD AND WIFE,
and
THE N. O. CANAL AND BANKING COMPANY
vs.
JOSIAH S. STAFFORD AND WIFE.

In Chancery.

Before me, Robert J. Townes, Commissioner for the United States District Court for said District, personally appeared Benjamin Hughs, to me well known, who being duly sworn, deposes and says, that he has examined the accounts of Peter MacGreal, Receiver, in the above entitled causes, and that from his personal knowledge the said MacGreal incurred great expense in the care and attention given by him to the negro slaves in controversy in said causes: that he made frequent visits to said negroes since his appointment as Receiver, during the times they have been hired out, since 1848 down to the present time; that he incurred great trouble and anxiety by his care and attention to said negroes during the same time, and that said services and attention are reasonably worth the sum of five hundred dollars per year: that said services, care and attention of said Receiver to said negroes, have been constant and unremitting since the year 1848; that the proper treatment and present good condition of said slaves are in a high degree owing to the constant care and vigilance of said Receiver.

That no responsible or suitable man in this county would have taken the same trouble, care and attention to said negroes for a less amount than five hundred dollars per year.

That affiant knows that said Receiver incurred great personal risk from the defendants and their friends, and incurred the enmity and ill will of a large number of persons, by reason of his appointment as such; and from the care, attention and vigilance bestowed upon said slaves.

BEN. HUGHS.

Sworn and subscribed before me, a Comm'r of the U. S. District Court for the District of Texas, August 24th, 1852.

R. J. TOWNES.

IN THE UNITED STATES DISTRICT COURT,
For the District of Texas:

THE UNION BANK OF LOUISIANA
vs.
JOSIAH S. STAFFORD AND WIFE,
and
THE NEW ORLEANS CANAL AND B'K'G COMP'Y
vs.
JOSIAH S. STAFFORD AND WIFE.

In Chancery.

Before me, Robert J. Townes, Commissioner for the United District Court for said District, personally appeared John W. Turner, to me well known, who being duly sworn, deposes and says, that he has examined the accounts of Peter MacGreal, Receiver, in the above entitled causes, and that from his personal knowledge, the said MacGreal incurred great expense, in the care and attention given by him to the negro slaves in controversy in said causes: that he made frequent visits to said negroes since his appointment as Receiver, during the times they have been hired out since 1848, down to the present time: that he incurred great trouble and anxiety by his care and attention to said negroes during the same time, and that said services and attention are reasonably worth the sum of five hundred dollars per year: that said services, care and attention of said Receiver to said slaves, have been constant and unremitting since the year 1848.

That the proper treatment and present good condition of said slaves, are in a high degree owing to the constant care and vigilance of said Receiver.

That no responsible and suitable man in this county would have taken the same trouble, care and attention to said negroes, for a less amount than five hundred dollars per year.

That affiant knows that said Receiver incurred great personal risk from the defendants and their friends, and incurred the enmity and ill will of a large number of persons, by reason of his appointment as such, and from the care, attention and vigilance bestowed on said slaves.

JOHN W. TURNER.

Sworn and subscribed before me, a Comm'r of the U. S. District Court for the District of Texas, Aug. 6th, 1852.

R. J. TOWNES.

IN THE UNITED STATES DISTRICT COURT,
For the District of Texas:

THE UNION BANK OF LOUISIANA
vs.
JOSIAH S. STAFFORD AND WIFE,
and — In Chancery.
THE NEW ORLEANS CANAL AND BANKING COMPANY
vs.
JOSIAH S. STAFFORD AND WIFE.

Before me, Robert J. Townes, Commissioner for the United District Court for said District, personally appeared Jordan Tyler, to me known, who deposes and says, that he was one of the first men employed by the Receiver to guard the negroes seized in said causes; that he has been ever since residing in the town of Brazoria, and that in January, 1849, the said MacGreal had very great trouble, inconvenience and expense, in taking care of said slaves, owing to some difficulty or misunderstanding about the hiring, and from his personal knowledge, he thinks the charge of one hundred dollars reasonable and just. Affiant further states, that he has examined the accounts of said MacGreal, Receiver, in the above entitled causes, and that from his personal knowledge the said MacGreal incurred great expense and trouble in the care and attention given by him to the negroes in controversy in said causes; that he made frequent visits to said negroes since his appointment as Receiver, during the times they have been hired out since 1848, down to the present time: that he incurred great trouble and anxiety by his care and attention to said negroes during the same time, and that said services, care and attention of said Receiver, are reasonably worth the sum of five hundred dollars per year: that said services, care and attention of said Receiver to said slaves, have been constant and unremitting since the year 1848: that the proper treatment and present good condition of said slaves are in a high degree owing to the constant care and vigilance of said Receiver: that no responsible and suitableman in this county would have taken the same trouble, care and attention to said negroes for a less amount than five hundred dollars per year: that affiant knows that said Receiver incurred great personal risk from the defendants and their friends, and incurred the enmity and ill will of a large number of persons by reason of his appointment as such, and from the care, attention, and vigilance bestowed on said slaves.

JORDAN TYLER.

Sworn and subscribed before me, a Commissioner of the U. S. District Court for the District of Texas, Aug. 24th, 1852.

R. J. TOWNES.

IN THE UNITED STATES DISTRICT COURT
For the District of Texas:

THE UNION BANK OF LOUISIANA
vs.
JOSIAH S. STAFFORD AND WIFE,
and
THE NEW ORLEANS CANAL AND BANKING COMPANY
vs.
JOSIAH S. STAFFORD AND WIFE.
In Chancery.

Before me, Robert J. Townes, a Commissioner of the United States District Court for said District, personally appeared Dr. Samuel A. Towsey, who being duly sworn, says: that he is a practicing physician, and has been residing and practicing his profession in Brazoria County for over ten years last past: that he has examined the account of Doctor John W. Turner in said cause, and that the charges made therein are the usual and customary charges of the physicians of said county for similar services, except where a contract has been especially made to the contrary.

SAMUEL A. TOWSEY.

Sworn to and subscribed before me, this 27th day of August, A. D. 1852. Sworn and subscribed before me, a Commissioner of the U. S. District Court for the District of Texas, this 27th August, 1852.

R. J. TOWNES.

Afterwards, to wit: on the twenty-fifth day of June, in the year of our Lord one thousand eight hundred and fifty-three, it being Rule day, the following notice was entered:—

Notice.

THE UNION BANK OF LOUISIANA
vs.
JOSIAH S. STAFFORD AND WIFE.

The parties to this cause and their solicitors will take notice, that the Master in Chancery to whom it was referred to report on the accounts of P. MacGreal, Esq., Receiver herein, has this day filed his report upon supplemental and final accounts of said Receiver.

JAMES LOVE,
Clerk.

June 25th, 1853.

Which report of the Master in Chancery and the accompanying papers are in the words following, to wit:—

Report of Master.

In U. S. District Court, District of Texas, proceedings on Receiver's accounts in said causes on reference to Master in Chancery.

THE UNION BANK OF LOUISIANA
vs.
JOSIAH S. STAFFORD AND WIFE,
and
THE NEW ORLEANS CANAL AND BANKING CO.
vs.
JOSIAH S. STAFFORD AND WIFE.

On this 23d day of June, A. D. 1853, the hearing on the account of Peter MacGreal, the Receiver in said above entitled causes, came on before me at my office, said account having been presented to me on the 21st day of June, 1853; and it appearing that all the parties in interest have had due notice of the time and place set for the examination of said accounts, and said MacGreal being present in person, and said defendants represented by W. Alexander, Esq., their Solicitor, and said New Orleans Canal and Banking Company by their Solicitor, W. P. Ballinger, Esq., and now having examined said account and such evidence as was presented in relation to the same, I beg leave to report to the Honorable the Judge of the United States District Court for the District of Texas, as follows, to wit:—

Said Receiver is entitled to receive, and is allowed the sum of $500 per annum, for his services as Receiver, including travelling expenses, from the first day of January, A. D. 1852, to the 1st day of July, 1853, inclusive	$750 00
As shown by the testimony of W. S. Spencer herein presented, and other testimony.	
Also to ten per cent. commissions for collecting the sum of $4,300, by suit against Love and Sharp . .	430 00
Also ten per cent. commissions on the sum of $2,480, for suit against R. J. Townes, for negro hire . .	248 00
Also to ten per cent. commission on the sum of $2,480, for suit against H. B. Martin, for negro hire .	248 00

Also to ten per cent. commission on the sum of $136, for suit against J. E. Wilson, for negro hire .	13 60
Also to ten per cent. commissions on the sum of $4000, for suit against Love, Bates, Martin and others, for negro hire	400 00
Also the sum of $430, charged in my former report as previous accounts of Receiver as cash in the hands of the Receiver, from hire of negroes in 1849, when it appears that the same had not been collected, and is still due and unpaid to the Receiver; said amount being made up of items 8, 9 and 10 of present account of Receiver; see MacGreal's testimony . .	430 00
	$2,519 60

See the evidence of W. P. Ballinger, Esq., W. Alexander, Esq., and Peter MacGreal, Esq., as to the commissions allowed above on the suits for negro hire, being items 2, 3, 4, 5 and 7 in Receiver's account.

I have not allowed the sixth item in the account, being $\$508\frac{87}{100}$ for collecting $\$5,087\frac{83}{100}$, because I thought the annual allowance of $500 for general services, as Receiver, a sufficient compensation, without allowing ten per cent. commission for receiving money, and there was no evidence before me in relation to the matter, except the showing in the account that the money had been received.

I also rejected and refused to hear any evidence, although the same was offered by the Receiver, in relation to the 12th item in the account, being for $325, and the 13th item, being for the sum of $\$1140\frac{75}{100}$, and the 14th item, being for the sum of $\$99\frac{84}{100}$, as it appeared that the same had previously been examined and reported on by a Master in Chancery, and no exception had been made to the report.

In allowing commissions on the suits, it is done with the supposition that the business will be completed, and money collected without further charge by the Receiver, or any other person in relation to the same.

The solicitors for the defendants objected at the hearing to all and each of the items of the Receiver's account, but neither the complainants or defendants offered any evidence in relation to the account, or any item therein contained.

The account shows the receipt of $4,300, collected from Sharp and Love, and now in the hands of Receiver . .	$4300 00
From which deduct the amount above credited to Receiver on the account	2519 60
	$1780 40

This amount due by Receiver on the account as presented and allowed; all of which is respectfully submitted.

M. M. POTTER,
Master in Chancery.

Notice of Master to parties to attend examination of Receiver's account.

Notice.

IN THE UNITED STATES DISTRICT COURT,
District of Texas:

THE UNION BANK OF LOUISIANA
against
J. S. STAFFORD AND WIFE,

and In Chancery.

THE NEW ORLEANS CANAL AND B'K'G COMPANY
against
J. S. STAFFORD AND WIFE.

Mandate from Sup. Court.

The complainants and defendants, their solicitors or agents, will please to take notice, that on the 19th day of July, A. D. 1852, at my office in the city and county of Galveston, at 10 o'clock A. M., I shall proceed in reference to the Receiver's accounts in these causes, and shall examine and report thereon without delay; at which time and place you will please to be present, if you deem proper.

Respectfully, &c.,
M. M. POTTER,
Master in Chancery.

GALVESTON, *July* 16*th*, 1852.

I acknowledge service, and waive copy of the above.
W. P. BALLINGER,
Solicitor for New Orleans Canal and B'k'g Company.

July 16*th*, 1852.

We also acknowledge service.
ALLEN & HALE,
Solicitors for the Union Bank of La.

Service of copy acknowledged this 17th day of July, 1852.
JEANETTA STAFFORD,
J. S. STAFFORD.

Notice.

IN THE UNITED STATES DISTRICT COURT,
For the District of Texas, at Galveston:

THE UNION BANK OF LOUISIANA
vs.
JOSIAH S. STAFFORD AND WIFE,
and
THE NEW ORLEANS CANAL AND B'K'G COMPANY
vs.
JOSIAH S. STAFFORD AND WIFE.
In Chancery.

The complainants and defendants in said causes, and Peter MacGreal, Esq., will please take notice, that on Friday, the 27th day of May, A. D. 1853, at the hour of 10 o'clock, A. M., at my office in the city of Galveston, I shall proceed in reference to the accounts of said Peter MacGreal, Esq., Receiver in said causes, and shall examine and report thereon without delay; at which time and place you will please to be present, if you deem proper.

Respectfully, &c.,
M. M. POTTER,
Master in Chancery.

May 23d, 1853.

STATE OF TEXAS,
Harris County:

I, James B. Hogan, being duly sworn, make oath and say, that I delivered a true copy of the within notice to Josiah S. Stafford, one of the defendants, for himself and his wife, at Houston, on the 25th day of May, A. D. 1853.

J. B. HOGAN.

Sworn to and subscribed before me this, the 25th day of May, A. D. 1853, as witness my hand and seal of County Court of Harris County.

[SEAL.]
W. R. BAKER,
Clerk of Harris Co. Court.

I hereby acknowledge service of the within notice, and waive copy, &c.

PETER MACGREAL,
Per his Attorney A. F. JAMES.

We acknowledge service of the within notice.

ALLEN & HALE,
Sols. for the Union Bank of La.

26th May, 1853.

We acknowledge service of the within notice.

JONES and BALLINGER,
Sol's Canal Bank.

May 27th, 1853.

Notice.

IN UNITED STATES DISTRICT COURT,
For the District of Texas:

THE UNION BANK OF LOUISIANA
against
J. S. STAFFORD AND WIFE,
and
THE NEW ORLEANS CANAL AND B'K'G CO.
against
J. S. STAFFORD AND WIFE.

In Chancery.

Mandate from Supreme Court.

The complainants and defendants, their solicitors or agents, will please to take notice, that on the 23d day of June, A. D. 1853, at my office in the City and County of Galveston, at 10 o'clock A. M., I shall proceed in reference to the Receiver's accounts in this case, and shall examine and report thereon without delay; at which time and place you will be present if you deem proper, the accounts of the Receiver being now before me.

Respectfully,
M. M. POTTER,
Master in Chancery.

June 21*st*, 1853.

A true copy.

JNO. N. REED,
Sh'ff G. C.
Pr. N. S. Hill, Deputy.

Before me, M. M. Potter, Master in Chancery, personally appeared N. S. Hill, who being duly sworn, deposes that on the twenty-first day of June, 1853, he delivered to Josiah S. Stafford and to Jeanetta K. Stafford, wife of said Josiah, each a true copy of the foregoing notice.

N. S. HILL.

Sworn to and subscribed before me this 23d June, 1853.

M. M. POTTER,
Master in Chancery.

I acknowledge receipt of the within notice.

J. STAFFORD.

GALVESTON, *June* 21*st*, 1853.

This is to certify that I have this day served copies of the within notice on J. S. Stafford and wife, each in person. Witness my hand this 21st day of June, A. D. 1853.

N. S. HILL.

June 22d, 1853. Service of the within notice acknowledged.

ALLEN and HALE,
By Ebenezer Allen.

Service accepted.

W. P. BALLINGER,
Solicitor for N. O. Canal and B'k'g Comp'y.

Service accepted.

PETER MacGREAL.

Supplemental and Final Account of Receiver.

IN THE UNITED STATES DISTRICT COURT,
For the District of Texas:

THE UNION BANK OF LOUISIANA
against
JOSIAH S. STAFFORD AND WIFE,

THE NEW ORLEANS CANAL AND B'K'G CO.
against
JOSIAH S. STAFFORD AND WIFE.
} In Chancery.

On Mandate from the Sup. Court.

To PETER MacGREAL, Receiver—

1*st*.	For	my services as Receiver, and travelling expenses and taking bonds for hire for the years 1852 and 1853, at $500 per year . .	$1,000 00
2*d*.	"	my commissions on the collection by suit against Love and Sharp, $430 . .	430 00
3*d*.	"	my commissions in the case R. J. Townes, for $2,480, hire, now in suit . .	248 00
4*th*.	"	my commissions in the case *vs*. Martin, now in suit for $2,480 for hire, with an agreement for judg't at next term	248 00
5*th*.	"	my commissions on judgment *vs*. J. E. Wilson, for hire, $136, now in execution . .	13 60
6*th*.	"	my commissions for collecting $5,087\frac{83}{100}$.	508 87
7*th*.	"	my commissions on $4,000 now in suit *vs*. Love, Bates, Martin, *et als*., for hire . .	400 00
8*th*.	"	obligation of Eb'r Allen for hire charged against me in report of Master, filed on the day of June, 1853	280 00
9*th*.	"	obligation of J. E. Wilson for hire charged in report of Master as collected . .	100 00

10*th*.	For obligation of M. B. Williamson charged in by Master in Chancery as collected, the same having been cancelled for want of consideration (See page 458 Record) . . .	50 00
12*th*. "	Cash paid out and not allowed on first item of my account in 1848, p's 58, 263 . .	325 00
	Carried forward,	$3,603 38
	Amount brought over,	3,603 38
13*th*.	For house rent and expenses paid for negroes in 1848, not allowed on 3 item of my account of 1848 (See pages 60 and 263) . .	1,140 75
14*th*. "	house rent and boarding 64 slaves for 4 days in 1848, and not acted on, and not allowed by the Master in first acc't of 1848 (See pages 61 and 263, 4th item of ac't) . . .	99 84
		$4,843 97

Reference to the last 3 items is made on the printed Records, herewith shown.

Assets from hire of slaves herein, viz:

In the hands of Allen and Hale, paid by me for hire	$4,300
R. J. Townes, in suit	2,480
H. B. Martin, in suit	2,480
J. Love, Bates, and H. B. Martin *et als.*, now in suit	4,160
Judg't *vs.* J. E. Wilson	136
Obligation of E. Allen	280
	$13,836

GALVESTON, *June* 20*th*, 1853.

To M. M. POTTER, Master in Chancery:—

SIR: I beg leave to submit the foregoing as my final account, and supplemental to my accounts heretofore presented in the foregoing cases, and request that you will appoint a day for the examination and hearing of the same.

The complainants and defendants being now here present, and in view of the appointing term of the U. S. District Court for the District of Texas, it is alike desired by the parties to the suits, and by the Receiver, that the foregoing be speedily acted upon.

Very respectfully,
Your ob't servant,
PETER MACGREAL,
Receiver.

The Receiver has herein inserted three items, not fully acted upon, and not allowed in the former account, which are justy due to him, and he has inserted them at the suggestion of the principal complainants, who are well apprised of the justice of these charges; the evidence and support thereof being in the Printed Record, to which he respectfully refers.

PETER MacGREAL,
Receiver.

Testimony before the Master on hearing the Accounts of Receiver.

Peter MacGreal being examined by the Master in Chancery, on oath, stated the sum of four thousand three hundred was recovered by him in a suit in his favor as Receiver, against James Love and Wm. Sharp, and judgment rendered in the District Court of Brazoria; that by directions from the complainants, an arrangement was made with the defendants, by which the defendants gave an accepted draft on H. H. Williams, in favor of affiants for said sum, and at the request of the Solicitors of the Union Bank, said accepted draft was placed in their hands, for which affiant holds the receipt of said Solicitors, Messrs. Allen and Hale, and that execution of the judgment *vs.* Love and Sharp has been stayed by said agreement.

That a suit is now pending, brought by him, against R. J. Townes and Love, in the District Court of Brazoria County, on which is due for hire of slaves $2,480; that there is also another suit pending in said Court against Love, Bates, Martin, and others for over $4,000 for hire of negroes, which suit was also brought by him; that there was recovered by him a judgment at the Spring Term of the District Court for Brazoria County, 1853, against Joseph E. Wilson, for $136 and costs due for hire of negroes, in which execution is now in hands of Sheriff; that he holds the bond of E. Allen, Esq., for $280 for hire due for slaves in these cases; that he holds the obligation of M. B. Williamson for $50, for hire of slave Charles, which said Williamson refused and refuses to pay, because the said slave was subject to epileptic fits, and was wholly useless to said Williamson, and was returned to the Receiver, and unable to be hired out by him during that year.

(See former report on this point.)

That the amounts of Wilson's $100; Allen's obligation, $280; and Williamson's $50, are wholly due, and not collected by or for him, and constitute no charge against the Receiver as for money collected, and that these three items are embraced in the amount of cash charged to have been received by the Receiver in the report of the Master in these cases, filed on the 6th June, 1853, the said items having been embraced in the item for hire due for negroes $605, and included in the amount $5,553 83.

That he has instituted suit for the hire of slaves against Love and H. B. Martin for $2,480, now due and pending in the District

Court of Galveston, with an agreement of record that judgment be rendered against the defendants, unless the same be paid on the first day of the next term.

William P. Ballinger, Esq., one of the Counsellors of the Court, and Solicitor for the Canal Bank, having been sworn by the Master, deposed, that the suits enumerated in the accounts of the Receiver, he knew were brought, and pending against the persons named, except the suit against Joseph E. Wilson, about which he did not know anything: that by consent of the complainants, the agreement to stay execution against Love and Sharp, was made by the Receiver.

William Alexander, Esq., Solicitor for the defendants, J. S. Stafford and wife, having been sworn by the Master, deposes, that the customary fees and commissions of attorneys was ten per cent. for collecting all sums less than five thousand dollars by suit.

M. M. POTTER,
Master.

Afterwards, to wit: on the sixth day of August, in the year of our Lord one thousand eight hundred and fifty-three, the complainants, by Ebenezer Allen and William G. Hale, their Solicitors, filed their motion for accounts and taxation of costs, which is the words following, to wit:—

DISTRICT COURT OF THE UNITED STATES,
District of Texas:

Between THE UNION BANK OF LOUISIANA, Complainants,
and
JOSIAH S. STAFFORD AND WIFE, Defendants,
and
Between THE NEW ORLEANS CANAL AND BANKING CO., Complainants,
and
JOSIAH S. STAFFORD AND WIFE, Defendants.

The complainants in the above cause move a reference to John S. Jones, Esq., one of the Masters in Chancery of this Court, to make an account of the amounts due the complainants respectively by virtue of the obligation and promissory notes and mortgages sued on, and report without delay in each case.

The complainants move further, that the Clerk of this Court tax the costs in the above causes, and report the taxations thereof without delay.

ALLEN & HALE,
Solicitors and Counsel for the Union Bank of La.
W. P. BALLINGER,
for the N. O. Canal and Banking Co.

Service acknowledged.
ROB. HUGHES,
for Defendants.
Aug. 6th, 1853.

The plaintiff's counsel is hereby notified that when the above motion is brought on, the counsel for the defendant will insist upon an account being taken of the hires of the negroes in the bills mentioned, and that the defendants have the full benefit thereof, by credit on the judgment or otherwise, and for such other order as will fully settle the rights of the parties.

ROB. HUGHES,
for Defendants.

Aug. 6*th*, 1853.

Afterwards, to wit: on the eighth day of August of the same year, the defendants, by Robert Hughes, Esquire, their counsel, filed the following exceptions to the Master's report on the Receiver's accounts, as follows:—

Exceptions to Master's Report.

THE UNITED STATES OF AMERICA,
District of Texas:
District Court at Galveston, July Term, 1853.

THE UNION BANK OF LOUISIANA
vs.
JOSIAH S. STAFFORD AND WIFE, } 18.
and In Chancery.

THE NEW ORLEANS CANAL AND BANKING COMPANY
vs.
J. S. STAFFORD AND WIFE. } In Chancery.

Exceptions taken by the defendants to the report of M. M. Potter, Esq., Master of this Court, upon the accounts of Peter MacGreal, Esq., the Receiver in these causes.

1*st exception.* The said Master allows the said Receiver a salary of $500 per year, for the period mentioned in his report, and also ten per centum upon moneys sued for and collected, when there should have been but one allowance, either a per centum or a salary.

2*d exception.* The said Master allows a salary to said Receiver from the first day of January, 1852, to the first day of July, 1853, when there were, in consequence of a previous order of the Court, no services to be performed by said Receiver, which were not more than sufficiently compensated by subsequent allowances.

3*d exception.* The second, third, fourth, fifth, sixth, and seventh items in said report, being allowances to said Receiver, are unreasonable in amount, illegal, and purport to pay said Receiver for services not performed.

4*th exception.* And said report is in other respects defective, informal, and insufficient. And said defendants pray that said report may be declared insufficient, and said Master directed to review the same, or that what is just and in conformity to the rules of this Court may be done.

ROB. HUGHES,
for Defendants.

Aug. 18*th*, 1853.

Afterwards, to wit: on the same day and year the defendants, by Robert Hughes, their counsel, filed the following motion:—

Motion.

UNITED STATES OF AMERICA,
District of Texas, to wit:

District Court at Galveston, July Term, 1853.

UNION BANK OF LOUISIANA
vs.
J. S. STAFFORD AND WIFE,
and In Chancery.
THE NEW ORLEANS CANAL AND BANKING COMPANY
vs.
J. S. STAFFORD AND WIFE.

The defendants' counsel sets his exceptions, this day taken, to the report of the Master, on the accounts of the Receiver herein, for argument.

ROB. HUGHES,
for Defendants.

August 8*th*, 1853.

Afterwards, to wit: on the twelfth day of August of the same year, the defendants, by Robert Hughes, filed the following exceptions to the report of the Master on the accounts of Peter MacGreal, the Receiver.

Exceptions of Defendants.

THE UNITED STATES OF AMERICA,
District of Texas, to wit:

District Court, July Term, 1853.

THE UNION BANK OF LOUISIANA
vs.
JOSIAH S. STAFFORD AND WIFE,
and In Chancery.
THE NEW ORLEANS CANAL AND BANKING COMPANY
vs.
JOSIAH S. STAFFORD AND WIFE.

Exceptions taken to the first report made by M. M. Potter, Esq., a Master of this Court, upon the accounts of Peter MacGreal, Esq., the Receiver in this cause.

1*st exception.* For that the said Receiver is allowed an annual salary for the years 1850 and 1851, when by the agreement of the parties the said Receiver, for those years, was relieved from the performance of all services and responsibility on account of the negroes in controversy; and should there be anything for which said Receiver would be entitled to an allowance, he has been sufficiently compensated by other allowances.

And said report is otherwise objectionable.

ROB. HUGHES,
for Defendants.

Afterwards, to wit: on the twenty-sixth day of August, in the year of our Lord one thousand eight hundred and fifty-three, the following entry was made in the order book of this Court:—

Entry.

THE UNION BANK OF LOUISIANA
vs.
JOSIAH S. STAFFORD AND WIFE,
and
THE NEW ORLEANS CANAL AND BANKING CO.
vs.
JOSIAH S. STAFFORD AND WIFE.
In Chancery.

On this day the questions arising upon the draft of the decrees herein, and the exceptions of the defendants to the Master's report upon the accounts of the Receiver came on, and after argument of counsel heard, the Court, not now being sufficiently advised, took a day to consider thereof, until the next term of this Court.

Afterwards, to wit: on the twenty-fifth day of December, in the same year, the two following bonds were filed:—

Bond.

THE UNION BANK OF LOUISIANA
vs.
JOSIAH S. STAFFORD AND JEANETTA KIRKLAND, his wife.

Know all men by these presents that we, James Love as principal, and B. F. Terry and William J. Kyle as surety, are held and firmly bound to Peter MacGreal, Receiver, in the cause of the Union Bank of Louisiana against Josiah S. Stafford and Jeanetta Kirkland, his wife, lately pending in the District Court of the United States for the District of Texas, and appealed to the Supreme Court of the United States, in the sum of fifty thousand dollars, to be paid to the said MacGreal, his successor or successors in said office, and for the payment whereof we, jointly and severally, bind ourselves, our heirs, executors and administrators firmly by these presents, sealed with our seals, dated this 25th day of December, in the year of our Lord one thousand eight hundred and fifty-three (1853).

The condition of the above obligation is such that whereas the said James Love did, on the first day of January, A. D. 1850, pursuant to the order of the Court and the agreement of the parties in the above named cause, hire and receive of the said Peter MacGreal, Receiver as aforesaid, all the slaves seized or taken into his possession before that time in the said cause, the names and description of which said slaves are set forth in a certain schedule, contained in the receipt of the Marshal, bearing date the 10th day of January, A. D. 1850, filed in said cause, and to be taken as part hereof for the purpose of ascertaining and identifying the said slaves, and thereby their value for the term of one year, to terminate on the 1st day of January, 1851, and entered into bond bearing date said first day of January, A. D. 1850, in the sum of fifty thousand dollars, with Henry B. Martin and Michel B. Menard as his sureties, to which bond, on file in said cause, or to the record thereof, reference may be had for its provisions and contents; and whereas, in and by the agreement of parties to said cause, entered into on the 28th day of December, A. D. 1849, and recorded, and made the order of the Court in said cause; it was among other things, agreed and stipulated that it should be provided in the condition of the last named bond, that said James Love should have the option and privilege of retaining the said slaves in his possession from year to year until the final end and termination of said cause, whether such end and termination should be in the said District Court, or in the Supreme Court, or in any Court whatsoever of the United States, and that the said Love should be excused and exempted from delivering the said slaves to the said Receiver, his successor or successors, until that time, if he, the said Love, should, on or before the twenty-fifth day of December of each year during the pendency of said cause, file in the Clerk's Office of the District Court aforesaid, two several bonds, such as are mentioned, and specified, and described in the said agreement of the parties; which stipulation and provision was accordingly introduced into the condition of the said bond, entered into by said Love with the said Henry B. Martin and Michel B. Menard as his sureties aforesaid, and is also herein contained; and whereas the said Love has elected and does hereby signify his election to retain in his possession, all and singular the said slaves in the said schedule mentioned, and does hereby acknowledge his possession of said slaves all and singular, excepting number of the same who have died during the past year.

Now the above named principal and surety to this bond do stipulate and agree that the said James Love shall safely keep the said slaves, and any others in controversy in said cause which may be now or hereafter in his possession, during the full term of one year, to terminate on the first day of January, A. D. 1855, and furnish them at any time such necessary and proper food, sustenance, lodging, medicines, medical care and attention, and clothing as their circumstances may severally require, and shall treat them humanely and in the manner usual among planters of good standing with reference to their own hands; that he shall pay the taxes on said slaves and deliver all and singular the said slaves and their increase to the Receiver, his successor or successors in said office, on the first day of January, A. D. 1855, by 10 o'clock in the forenoon, at the town of Brazoria, in the County of Brazoria, excepting such only as may die during the said year, or be too sick or infirm on that day for delivery; in which latter event such sick or infirm slave or slaves shall be delivered as soon thereafter as circumstances will admit; and if the said office of Receiver should by any means become vacant by the death, resignation or dismissal of the said Receiver, or his successor or successors, in any manner whatsoever, then the said Love, his executor or administrator, shall safely keep said slaves, subject to such order as may be made by the Court for their safe keeping: provided, nevertheless, that if the said Love shall elect to retain the said slaves in his possession, in pursuance of the terms and provisions of the agreement of the parties and order of Court thereon, hereinbefore mentioned and referred to, and shall, on or before the 25th day of December, 1854, file in the Clerk's Office of the District Court the two several bonds mentioned and required in and by the terms and provisions of the said agreement and order, then upon the filing of the said two bonds, the said Love shall be excused from the delivery of the said slaves to the said Receiver or his successor on the said first day of January, A. D. 1855, and shall be privileged to retain the same in his possession, subject to the said two bonds and other terms, stipulations and provisions in the same, and the conditions thereof, and in the agreement and order therein aforesaid.

And the aforesaid principal and sureties to this bond or obligation do further stipulate and agree that all and singular the said slaves and their increase, including all those which are or may come into the possession of him, the said Love, in controversy in said cause as well as those mentioned and described in the said schedule, shall be safely kept, and be forthcoming and delivered up in pursuance of, and to abide and satisfy any order, judgment or decree of the court in said cause, hereafter to be made touching the said slaves. Now if the above and foregoing stipulations, agreement and provisions, shall all and singular be well and truly kept, and performed and observed, then the above obligation shall be void and of none effect; otherwise, the same shall be and remain in full force and virtue.

And the aforesaid principal and surety do hereby further stipulate and agree, and bind themselves jointly and severally, that if the condition of the above obligation shall be violated or broken, or if the several stipulations, agreements and provisions be not well and truly all and singular kept and performed, then and in such case and event, judgment may and shall forthwith be rendered and given in the said cause by said District Court of the United States for the District of Texas, or by any other court having jurisdiction of the said

Upon motion of the Union Bank of Louisiana, the complainants in said cause, or their solicitors, against them the aforesaid principal and surety to this obligation, jointly and severally for the amount of the said complainants' claim or demand in the said cause, justly due, with interest and costs of suit, in and to which judgment and proceedings they the said principal and sureties do by these presents, forever waive and release all errors and objections whatsoever, hereby solemnly declaring and agreeing that such judgment shall be good, valid, binding and final, both in law and equity.

JAMES LOVE. [SEAL.]
B. F. TERRY. [SEAL.]
W. J. KYLE. [SEAL.]

Witness to signatures of Terry and Kyle,
C. W. BUCKLEY.

THE STATE OF TEXAS,
Harris County:

Before me, W. R. Baker, Clerk of the County Court of Harris County, came Constantine W. Buckley of this county, to me well known, and upon being solemnly sworn by me, declared that B. F. Terry and W. J. Kyle severally acknowledged to him, each for himself, that he executed the foregoing instrument for the purposes and consideration therein contained, and that the said Buckley signed the same as a witness, at the request of the said Kyle and Terry.

Witness my hand and seal of Harris County Court, at office in Houston, Dec'r 12th, A. D. 1853.

[SEAL.] W. R. BAKER,
Clerk.

Bond.

Know all men by these presents that we, James Love as principal, and B. F. Terry and William J. Kyle as surety, are held and firmly bound unto Peter MacGreal, Receiver, in the case of the Union Bank of Louisiana against Josiah S. Stafford and Jeannetta Kirkland his wife, lately pending in the District Court of the United States for the District of Texas, and now appealed to the Supreme Court of the United States, in the full sum of eight thousand dollars, to be paid to the said Peter MacGreal, his successor or successors in the said office of Receiver, and for the payment whereof we jointly and severally bind ourselves, our heirs, executors and administrators, firmly by these presents, sealed with our seals, dated the 25th day of December, A. D. 1853.

The condition of the above obligation is such, that whereas the above bounden James Love, in pursuant to the agreement of the parties and order of the court in the above entitled cause, which agreement bears date the twenty-eighth day of December, A. D. 1849, and is filed and recorded in said cause, reference being had thereto for its contents, has elected to keep in his possession on hire, all and singular the slaves, seized or taken into possession of the said Receiver in the said cause, the names and description of which slaves are set forth in a schedule referred to in the condition of a bond executed by the principal and surety hereto, in favor of the said Receiver, and bearing even date herewith, and herewith filed in said cause, to which schedule reference may be had in like manner, and for like purposes, as if the same were incorporated into the condition of this Bond. And whereas the said Love, in exercise of the privilege granted to him by the said agreement, retains and keeps the said slaves in his possession or hire for the term of one year longer, to terminate on the first day of January, A. D. 1855, at and for the price of four thousand dollars, then to be paid. Now, therefore, if the said James Love shall well and truly pay or cause to be paid to the said Receiver, or his successor or successors in office, the said sum of four thousand dollars, on the said first day of January, A. D. 1855, or shall on or before that day pay the sum into any bank, or to any person authorized to receive the same by any order or decree of the court hereafter to be made in said cause, then the above obligation shall be void and of none effect; otherwise, the same shall be and remain in full force and virtue.

JAMES LOVE. [SEAL.]
B. F. TERRY. [SEAL.]
W. J. KYLE. [SEAL.]

Witness to Terry and Kyle's signatures,
C. W. BUCKLEY.

THE STATE OF TEXAS,
Harris County:

Before me, W. R. Baker, Clerk of the County Court of said County, came Constantine W. Buckley of said county, to me well known, and upon being by me solemnly sworn, declared that B. F. Terry and W. J. Kyle acknowledged to him respectively, that they executed the foregoing bond, for the purposes and consideration therein set forth; that the said Buckley signed the same as a witness, at the request of the said B. F. Terry and W. J. Kyle. In witness of which I hereunto set my hand and seal of the County Court of Harris County at my office in Houston, Dec'r 12th, A. D. eighteen hundred and fifty-three.

[SEAL.] W. R. BAKER,
Clerk.

Afterwards, to wit: on the 26th day of January, in the year of our Lord one thousand eight hundred and fifty-four, the complainants, by Ebenezer Allen and William G. Hale, their solicitors, filed the following motion for reference to the Master:—

Motion for Reference.

DISTRICT COURT OF THE UNITED STATES,
District of Texas, at Galveston:
In Chancery.

Between THE UNION BANK OF LOUISIANA, complainants,
vs.
JOSIAH S. STAFFORD AND JEANETTA KIRKLAND his wife, defendants.

E. Allen and W. G. Hale, counsel for the complainants, move the Court to order that it be referred to Robert D. Johnson, Esquire, Master in Chancery, to ascertain and report the total amount that will be due to the complainants from the defendants, on the first day of February next, and also on the first day of four successive months thereafter, including in such total, the principal and interest of the debt secured by the mortgages recited in the complainants' bill, after allowing all just payments as shown by the evidence at the hearing, and the costs of suit, and the expenses and charges of the Receiver, and also such future costs and expenses as may accrue by reason of this reference and the sale of the mortgaged property; and that the said Master made his report at as early a day as practicable.

ALLEN and HALE,
For Compl'ts.

We agree that the order specified in this motion be entered.

ROB. HUGHES,
For Defendants.

Jan'y 26th, 1854.

Afterwards, to wit: on the same day and year, the Court here made the following order, to wit:—

Order.

UNION BANK OF LOUISIANA
vs.
JOSIAH S. STAFFORD AND WIFE.

By consent of parties, complainants and defendants, by their counsel, it is ordered that it be referred to Robert D. Johnson, Esq., Master in Chancery, to ascertain and report the total amount that will be due to the complainants from the defendants, on the first day of February next, and also on the first day of four successive months thereafter, including in such total the principal and interest of the debt, secured by the mortgages recited in the complainants' bill, after allowing all just payment, as shown by the evidence at the hearing, and the costs of suit, and expenses and charges of the Receiver, and also such future costs and expenses as may accrue by reason of this reference, and the sale of the mortgaged property, and that the said Master make his report at as early a day as practicable.

Afterwards, to wit: on the first day of February of the same year, the defendants, by Robert Hughes, their counsel, filed their withdrawal of the exceptions heretofore filed by them to the reports of the Master, which is in the words following, to wit:—

Withdrawal of Exceptions.

IN THE UNITED STATES DISTRICT COURT,
For the District of Texas:

THE UNION BANK OF LOUISIANA
against
JOSIAH S. STAFFORD AND WIFE.

The defendants in person in the above entitled cause, come and withdraw the exceptions heretofore filed against M. M. Potter, Esquire, Master in Chancery, upon the reference of the Receiver's accounts herein, and agree that said reports be confirmed by the Court.

ROB. HUGHES,
For Defendants.

GALVESTON, *January 28th*, 1854.

Afterwards, to wit: on the eighth day of February of the same year, the Court here passed the following order:—

Order.

THE UNION BANK OF LOUISIANA
vs.
JOSIAH S. STAFFORD AND WIFE.

On this day the defendants appeared in proper person, and withdrew their exceptions to the reports of the Master on the Receiver's accounts; it is therefore considered by the Court that the said reports of the Master be confirmed.

Afterwards, to wit: on the same day and year, Peter MacGreal, Esquire, the Receiver in this cause, filed his report, which is in the words following, to wit:—

2350.

Report of Receiver.

IN THE UNITED STATES DISTRICT COURT,
For the District of Texas:

THE UNION BANK OF LOUISIANA
against
JOSIAH S. STAFFORD AND WIFE,
and
THE NEW ORLEANS CANAL AND B'K'G CO.
against
JOSIAH S. STAFFORD AND WIFE.
In Chancery.

Peter MacGreal, the Receiver in the above entitled causes, reports as to the condition of the negro slaves of which he has been appointed Receiver, that the said slaves, being those referred to in the bills of complainant as having been mortgaged to the Union Bank of Louisiana, and to the New Orleans Canal and Banking Company, now surviving in the increase of the females thereof, since the dates of such mortgages, and for the most part in the actual possession of B. F. Terry and W. J. Kyle, who hold them for James Love, under the agreement of hiring heretofore made between the several parties in the above causes and the said James Love, but some of them still remain in the possession of the defendants in said causes.

The slaves referred to above, and their said increase, are now known by the following names, and are about the ages hereinafter stated, to wit:—

Bob Davenport, aged about thirty-seven years; Venus (wife of Bob Davenport, aged about thirty-three years); Elizabeth, aged years; George Lee, about thirty-six years; Violet, about thirty-five years; and Richard, about three years; Little Maria, about nineteen years; Tom, about thirty-three years; Elvira, about thirty-four years; and John Haron, about two years; Mary, about nineteen years, and Isaac Ben; Jacob, about eighteen years; Charles, about sixteen years; Rachel, about fifteen years; and Cynthia, about one year; William, about eighteen years; Britton, about thirty-nine years; Little Jane, about thirty-one years; and Clarissa, about four years; Alfred, about thirty-three; Ben (Alabama), about thirty-one years; Cynthia, about fifty-three years; Paul, about fifty-one years; Manuel, about sixteen years; Andrew, about thirteen years; Judy, about thirty-eight years; Wallace, about thirty-three; Ben (or Jordan), about twenty-three years; Lewis, about thirty-two years; Harriet, about sixteen years; Pleasant, about thirty-two years; and Hannah, about four years; Patsey, about seventeen years, and Morris, her child, about two years; Jack, about fifty-three years; Hortense, about forty-three years; Levi, about twenty-five years; Mary Hu (Mary Jake), about thirty-four years; Dublin, about forty-four years;

America, about thirty-seven years; Mary, about fifty-two years; Sophia, about fifteen years; Minty, about thirty-one years; Charlotte, about thirty-three years; Rosilla, about thirteen years; Martha, about sixteen years; Willis, about forty years; Clarissa, about thirty-seven years; Charlotte, aged about thirty years, and Belford, her son, aged about twelve years; Philip, aged about seventy years; Mary Anne, aged about twenty years, agriff; Jacob, aged about sixty years; six years, and Lyle, about two years; Tisha, about seven years, and Dinah, about five years; Philip, about fifteen years, and Eddy, about thirteen years; Bob Bayen Bœuf, about thirty-five years; Nannette, twenty-seven; Claiborne, about eleven years; Thad, about seven years; Guss, about nine years, and Dublin, about four years; Pierre, about thirty-four years; Austin, about thirty-four years; Louisa, about twenty-seven years; Horace, about four years; Ned, about two years; and Milley, about one year; Ned, about twenty-one years; Juliet, about twenty-three years, and Mary Ann, about ten years; Jim, about twenty-eight years; Maria Johnson, about thirty-five years; Coleman, about six years; Henry, about four years; and Deffy and Tense, about one year; Lavina, about sixteen years; and Landis, about two years; Edmund Bell, about forty-four years; Vicey, about forty-two years; Elias Bell, about fifteen years; Mahala, about thirteen years; Young Edmund, about four years; Dick, thirty-one years; Bob (Carolina), about twenty-seven years old; Maria, about fifty-three years; Little Louisa, about twenty-five years; and America, about two years; Eliza, about twenty-one years, and Jenny, about two years, and Nancy, about one year; Patsey, about sixteen years; Willis, about six years; Blaize, about fifty-four years, and Cloe, about forty-one years; Ben or Bene, about twenty-eight years; Stephen, about thirty-three; Charlotte, about nineteen years, and Tabitha, about one year; Big Jane, about fifty-three years; George Washington, about twenty years; Henry, about fourteen.

Of which, there remain in the possession of Josiah S. Stafford and his wife the following, to wit:—

Clarissa, Willis, Dublin, Big Mary, Big Charlotte and her child Rosilla, America, Minty, Sophia, and Martha.

Some children have been born during the latter part of the year, 1853, whose names the Receiver has not been able to ascertain.

For the slaves above named, in the possession of the defendants, a demand has been made by the Receiver, on the defendant, Mr. Josiah S. Stafford, and he refused to deliver possession of the same.

PETER MACGREAL,
Receiver.

Sworn to and subscribed before me, this eighth day of February, A. D. 1854.

JOHN S. JONES,
U. S. Com'r.

Afterwards, to wit: on the fourteenth day of February of the same year, the complainants, by Ebenezer Allen and William G. Hale, their counsel, filed the following motion:—

Motion.

District Court of the United States,
District of Texas, at Galveston:

Union Bank of Louisiana
vs.
Josiah S. Stafford and wife.

The complainants by their counsel, move the Court to order that R. D. Johnson, the Master in Chancery, appointed to report the amount due to them by the defendants, do also and further state in his report, the amount that will be due on the first day of July next.

Feb'y 14*th*, 1854.

ALLEN & HALE,
Counsel for Complainants.

Afterwards, to wit: on the fourteenth day of February of the same year, the Court here made the following order, to wit:—

Order.

Union Bank of Louisiana
vs.
Josiah S. Stafford and wife.

And now came on to be heard the motion of complainants, on this day filed, and, the Court being now sufficiently advised, it is ordered that Robert D. Johnson, Esquire, Master in Chancery, appointed to report the amount due complainant by defendants, do also further state in his report, the amount that will be due on the first day of July next.

Afterwards, to wit: on the same day and year, the complainants, by Ebenezer Allen and William G. Hale, their solicitors, filed the following motion for an additional bond, as follows, to wit:—

Motion of Compl'ts for Additional Bond.

District Court of the Unittd States,
District of Texas, at Galveston:

Union Bank of Louisiana
vs.
Josiah S. Stafford and wife.

The complainants, by their counsel, and with the consent of James Love, B. F. Terry and W. J. Kyle, parties to a bond for the safe keeping, etc., of certain negro slaves seized in this cause, move the Court to order that the said obligors give a further and additional bond, with the like conditions and in the penal sum of thirty thousand dollars, on or before the first day of March, A. D. 1854.

ALLEN & HALE,
Counsel for Compl'ts.

Thereafter, to wit: on the same day and year, the Court here made the following order, to wit:—

Order.

THE UNION BANK OF LOUISIANA
vs.
JOSIAH S. STAFFORD AND WIFE.

On this day came on to be heard the motion of complainants, on this day filed, and, the Court being now sufficiently advised, it is ordered that James Love, B. F. Terry and William J. Kyle, obligors in a bond to the complainants, for the safe keeping and delivery of certain slaves seized in this cause, do on or before the first day of March next, give a further and additional bond in the penal sum of thirty thousand dollars, with the like conditions and stipulations, as contained in the bond heretofore executed and filed in this cause, on the 25th day of December, 1853, for fifty thousand dollars.

Afterwards, to wit: on the fifteenth day of February of the same year, the following bill of costs was filed:—

Bill of Costs.

THE UNION BANK OF LOUISIANA
vs.
JOSIAH S. STAFFORD AND WIFE.

Bill of Clerk's costs, taxed, to Defendants.

1848.			
Feb'y	5,	Filing Bill	25
		Docketing cause	67
		Bond for costs	1 33
		Filing proposal to app't Receiver	25
		" Report of Master	25
		" order to appoint Receiver	25
		" " for writ of assistance	25
		Entering notice for app't of Receiver	34
		Issuing writ of assistance	1 33
	16,	" subpœna	1 33
	17,	Filing bond of Receiver	25
	18,	Filing motion to eject Master's report	25
		Docketing same	34

	Filing motion for attachment		25
	Docketing same		34
	Filing answer to rule for attachment		25
	Entering order on same		67
	Filing report of Receiver		25
	Entering 2 appearances, 67 c. ea.	1	34
21,	Filing motion to reject report of Master		25
	Docketing same		34
	“ motion requiring pl'ffs to file bond		25
	Docketing same		34
24,	“ motion to hire out slaves		25
	Docketing same		34
	“ addition to above motion		25
	Docketing same		34
	“ motion to vacate order as to Receiver		25
	Docketing same		34
	“ Amend't to same		25
	Docketing same		34
	Entering order on same		67
	Filing affidavit of Sol. Robinson		25
	Swearing to same		34
25,	“ report of Master as to hiring slaves		
26,	Ent'g two orders as to hiring slaves, 67 ea.	1	34
	“ order as to form of bond		67
	“ three orders	2	00
March 3,	Filing affid't as to examination of witnesses		25
8,	“ report of Receiver		25
	“ interrogatories to Leonard		25
	Copy of same	1	38
15,	Issuing commission to Dockrill	1	34
	Filing motion to refer rep't of Receiver		25
	Docketing same		34
	“ report of Master		25
23,	“ “ “ “		25
	Entering order		67
	“ exceptions to Master's report		25
24,	“ report of Receiver		25
	Amount carried up	$24	93
1848.	Amount bro't up	$24	93
March 25,	Filing report of Receiver		25
30,	“ deposition of Leonard		25
Apr. 5,	“ bond of Receiver		25
	Copy of said bond	1	99
	“ report of Receiver		25
	“ bond of Terry		25
	“ copy of same	2	87

May	Rules.	Ent'g judgment pro. cen.		67
	1,	“ order referring Receiver's report		67
	24,	Iss'g notice to Stafford of reference	1	34
	25,	“ sp'a for 5 witnesses		86
	26,	“ “ “ 6 “	1	12
	“	“ “ “ 2 “		47
	27,	Filing motion on report		25
		Ent'g same		34
June	2,	Issuing sp'a for 2 witnesses		47
	5,	Ent'g order requiring Master to report		67
		“ rule setting cause for hearing		34
		Filing motion		25
		Docketing same		34
		“ report of Master on Receiver's accounts		25
	13,	“ affid't of Mrs. Stafford		25
		Swearing same		34
		“ affid't of J. S. Stafford		25
		Swearing same		34
	14,	“ report of Receiver		25
	21,	Entering 3 orders	2	00
		“ motion to fill up blanks		34
		Docketing same		25
		“ Master's report		25
		Issuing sp'a for one witness		34
	22,	“ motion for attachment		25
		Docketing same		34
	23,	Entering order granting attachment		67
		“ affidavit of J. S. Stafford		25
		Swearing		34
		“ affid't of J. K. Stafford and swearing		59
		“ “ “ A. P. Thomson, and swearing		59
		“ two affid'ts of Dr. Holland		50
	27,	“ motion to take pro. con. *vs.* Stafford		25
		Docketing same		34
	28,	“ plea of J. S. Stafford		25
		“ affidavit of J. K. Stafford		25
		Comm'rs fee		
		“ plea of Mrs. J. K. Stafford		25
		“ affidavit of J. S. Stafford		25
	29,	“ “ “ Thos. Bates		25
		“ “ “ J. W. Harris, and swearing		59
		“ “ “ H. B. Martin, and swearing		59
		Amount carried over	$50	24
		Amount brought over	$50	24
Jan'y	29,	Filing report of Receiver		25
	30,	“ motion set plea of J. K. S. for hearing		67

			Docketing same		34
			Ent'g order on said motion		67
		Filing	affi't of Receiver		25
		"	motion to fix day for hearing plea		25
			Docketing same		34
			Issuing copy of order for attachment		50
			Filing same when returned		25
July	1,		Ent'g orders setting plea down for hearing		67
	5,	"	affid't of Carter Beaman		25
			Ent'g order		67
	6,		" " granting leave to amend plea		67
	19,	"	motion to fix day to answer		25
			Docketing same		34
	25,	Ent'g	order overruling plea		67
		"	" granting leave to answer bill		67
		Filing	two amendments		50
	26,	"	answer of J. K. Stafford		25
		"	petition to appoint next friend		25
		"	motion requiring def't to file exhibit		25
			Ent'g same on motion docket		34
		"	Exhibit No. 8		25
	27,	"	affid't of Mrs. Stafford		25
		"	motion " "		25
			Docketing same		34
	28,	"	exceptions to Master's 2d report		25
		"	Exhibit No. 4.		25
	29,	"	motion to discharge rule absolute		25
			Docketing same		34
		"	motion to take amend'ts off file		25
			Docketing same		34
Aug.	5,	"	affid't of Mrs. J. K. Stafford		25
	7,	"	" " S. M. Williams		25
		"	petition of Receiver		25
		"	affid't of Mrs. H. G. Runnels		25
		Ent'g	rule setting objections down		34
		Filing	motion to appoint another Receiver		
	16,	"	affid't of Thomas Bates		25
		"	motion to take amend't off file		25
			Docketing same		34
	17,	Ent'g	order overruling motion		67
		"	2 orders	1	34
	18,	"	1 order		67
	19.	Filing	replication to pleas		25
		"	motion for Mrs. S. to put in answer		25
			Docketing same		34
	22,	"	motion to appoint com'rs of affid'ts		25
			Docketing same		34

		Filing amend'ts to answer of Mrs. Stafford		25
	23,	“ four motions	1	00
		Docketing same	1	34
		Carried up	$71	19
		Am't brought up	$71	19
Aug.	17,	Ent'g 3 orders	2	00
	24,	“ 5 “	3	34
	25,	“ 1 “		67
	26,	Filing motion to dismiss bill		25
		Docketing same		34
		Ent'g 2 orders	1	34
	29,	“ order overruling motion to dismiss bill		67
Sept.	4,	Filing replication to pleas		25
	7,	“ motion, 25; Docketing, 34		59
	9,	“ agreement		25
	16,	“ replication to answer		25
		“ affidavit of Alexander before Master		25
	21,	“ Master's notice to solicitors of parties		25
Oct.	2,	“ proposal for new Receiver		25
	13,	“ Master's Report, app'g A. S. Johnson		25
	17,	“ 6 sets interrogatories	1	50
		Copies of same	11	28
		Ent'g notice of interrogatories		67
	20,	Filing 4 sets interrogatories	1	00
		Making copies of same	10	92
		Ent'g notice of same		67
Nov.	2,	“ two affidavits		50
		“ application to app't comm'rs		25
	6,	“ affidavit of J. S. Stafford		25
	13,	“ interrog. to J. Thomas		25
		Copy of the same	1	53
		Ent'g notice of the same		67
	25,	“ 2 sets of interrogatories		50
		Copies of same	3	36
	28,	“ agreement		25
Dec.	5,	“ motion as to B. F. Terry		25
		Docketing same		34
	5,	“ petition to enlarge time, and take dep's		25
		“ motion to refer to A. M. Hughes		25
		Docket of same		34
		Issuing s'pa for witness		34
	6,	Ent'g order referring to Hughes		67
		“ “ enlarging time to take testimony		67
		Am't fees due Bates as clerk	118	75

1848.		*A. M. Hughes, Clerk.*		
Dec.	8,	Filing Report of Master		25
	11,	" motion to increase bond of Receiver		25
		Docketing same		34
		" motion to app't Scott, Harris, *et als.* commissioners		25
		Docketing same		34
		" 3 sets of interrogatories		25
		Ent'g notice of same		67
	14,	Ent'g order app't Scott, Harris, *et al.* comm's		67
		" order as to Terry returning slaves		67
		Filing N. F. Williams' answer to rule		50
		Am't due A. M. Hughes, Clerk	$4	18

1848.		*James Love, Clerk.*		
Dec.	20,	Filing Report of Master in Chancery		25
	23,	" application to issue commissions		25
		Entering two orders	1	34
		" agreement		25
		Issuing commission to Scott and Harris	1	34
	26,	Filing motion to app't N. F. Williams Receiver		25
		Docket of same		34
		" motion as to hiring slaves 25—docket 34		59
		" affidavit of J. S. Stafford		25
	27,	" answer of Dr. Herman to rule		25
		" affidavit of service of notice on Terry		25
		" petition of Peter MacGreal		25
	28,	Ent'g notice of filing interrogatories		67
		Filing interrogatories		25
		Copy of same	1	20
	30,	" report of Master		25
		" deposition of Fry & Freret		25
		" " " McNeill Mercer *et al.*		25
1849.				
Jan'y	15,	Issuing commission to Dockrill	1	34
		Filing application for commiss'n		25
		Swearing Hale to affidavit		34
	23,	" app'l of R. Levis, 25—swearing 34		59
		" petition of Receiver		25
		Ent'g order appt'g Ainsworth Comm'r		67
		" " overruling motion to appoint N. F. Williams		67
Jan'y	27,	Filing additional bond of Receiver		25
		" motion to rescind order as to Receiver		25
		Docket of same		34

Feb'y	2,	Ent'g order rescinding order		67
		“ “ as to James Love		67
		Filing tax collector's petition		25
		Ent'g order on same		67
	14,	Filing application for commission to issue		25
		Issuing commission to Gwinn Harris		67
		Ent'g order enlarging duties of Receiver		67
	16,	Filing notice served on hirers		25
		Carried up	$17	53
		Am't bro't up	$17	53
Feb'y	16,	Filing 2 orders served on hirers		50
	19,	Ent'g order referring to Master		67
	27,	Filing application for writ of assistance		25
M'ch	3,	Issuing writ of assistance	1	34
Ap'l	3,	Filing Master's certificate of payment		25
		“ Receiver's receipt		25
June	1,	“ 9 depositions	2	25
		“ act of incorporation of Union Bank		25
	2,	“ motion to publish depositions		25
		Docketing same		34
	4,	“ affidavit of service of notice		25
		Swearing to same		34
		“ transcript from Rapides		25
		“ mortgaged to Union Bank		25
		“ execution on 12 mo's bond		25
		“ power of attorney		25
		“ acceptance of mortgage		25
		“ proceedings in Parish Court		25
		“ indictment		25
		Entering order to open depositions		67
	27,	Filing motion to read portions of bill at hearing		25
		Docketing same		34
	28,	Ent'g order granting leave to read same		67
July	2,	Filing transcript from Rapides		25
		“ Exhibit B		25
	9,	“ objections		25
Aug.	2,	“ motion to require Receiver to report		25
		Docketing same		34
	4,	Ent'g order on same		67
	25,	“ “ enlarging time for receiver to report		67
Dec.	23,	Filing schedule of slaves		25
		“ 3 reports of Receiver		75
		“ motion to appoint new Receiver		25
		Docketing		34
	28,	“ 2 bonds of James Love		50
		Recording same	2	75

1850.			
Jan'y 14,	Making copy of order and certificate		75
	Filing same when returned		25
M'ch 5,	Filing bond of James Love		25
	Ent'g order relating to same		67
April 4,	" decree	1	33
	Filing same		25
	Filing petition for appeal		25
	Ent'g order granting appeal		67
16,	Filing exhibits N, B, & C		75
	" affidavits of Jacobs & Peters		25
	" appeal bond		25
May 28,	" powers of attorney of Jacobs & Peters		50
	Ent'g order approving appeal bond		67
		$42	44
	Am't bro't over	$42	44
June 6,	Issuing notice to MacGreal, and copy	1	33
	Filing motion to remove MacGreal		25
	Docketing same		34
7,	" motion to pay proceeds to Mrs. S.		25
	Docketing same		34
15,	" notice to MacGreal		25
	" motion to hear motion *vs.* MacGreal		25
	Docketing same		34
	Issuing spa's for 4 witnesses		74
	" " 7 "	1	12
18,	Ent'g order overruling motion filed 7th inst.		67
19,	" "		67
21,	Filing notice to parties for Master		25
Dec. 11,	" 2 bonds of Love and Sharp		50
	Recording same	3	80
27,	" 3 bonds given to Receiver		75
1851.			
Jan'y 17,	Ent'g order as to Dr. Hermans		67
Oct. 13,	Making copies of bonds of Love and Sharp	3	80
	Filing same		50
1852.			
Jan'y 10,	Filing motion *vs.* Love		25
	Docketing same		34
15,	" report of Receiver		25
	Issuing writ of assistance	1	34
	Affidv. of Love in answer to sale		25
	Ent'g order to withdraw bonds		67
	" " on motion *vs.* Love		67
	Filing Love's letter of attorney to J. B. Jones		25

Jan'y 21,	Making copies of 5 bonds	5 75
	Filing same	1 25
1853.		
Jan'y 12,	Making copy of Love's power of attorney	1 00
	Filing the same	25
	Record of proceedings	537 76
	Transcript for Sup. Court	537 75
	Am't James Love's fees	$1,147 05
	Thos. Bates' fees as Master in Chancery, 7 sittings	118 75
	A. M. Hughes' fees as Master, 2 sittings	10 00
	James Love's fees " 2 "	10 00

Recapitulation.

Clerks' fees—Thomas Bates		35 00
" " A. M. Hughes		4 18
" " James Love		1147 05
Am't Clerks' fees		$1269 98
Masters' fees—Thos. Bates	35 00	
" " A. M. Hughes	10 00	
" " James Love	10 00	55 98
		$1325 96

UNITED STATES OF AMERICA,
District of Texas, ss:

I, James Love, Clerk of the District Court of the United States for the District of Texas, at Galveston, being duly sworn, depose and say that the services mentioned in the foregoing bill of costs were actually and necessarily performed at the time stated, except as to the final record, which cannot be made until after the entry of the final decree, but the charge therefor is correct and in accordance with law.

JAMES LOVE.

Sworn and subscribed before me this 16th day of February, 1854.

F. J. PARKER,
U. S. Commissioner.

Marshal's Account.

UNITED STATES DISTRICT COURT,
District of Texas:

UNION BANK OF LA.
vs.
J. S. STAFFORD AND WIFE.
} J. H. Cocke, Marshal.

To executing writ of seizure 82 negroes		164 00
Writ of assistance		2 00
Mileage, 140 miles, 5 c.		7 00
Serving nine witnesses, 50 c.		4 50
Mileage for same, 90		4 50
Serv'g notice		2 00
Dec. 1848. Subpœna for N. Williams	50	
Mileage 100, 5 c.	5 00	5 50
		189 50

UNITED STATES OF AMERICA,
District of Texas:

I, James Love, Clerk of the U. S. District Court for the District of Texas, at Galveston, make oath and say that I know the services stated in the first item in the foregoing bill were actually and necessarily rendered, but as to the rest I cannot say; I do not otherwise know the number of negroes but by return on the writ.

JAS. LOVE.

Sworn and subscribed before me this 16th day of February, 1854.

F. J. PARKER,
U. S. Commissioner.

Marshal's Cost.

UNITED STATES DISTRICT COURT,
District of Texas:

UNION BANK OF LA.
vs.
STAFFORD AND WIFE.
} Marshal's Cost.

1850.		
Jan'y 10,	For levy on 86 negroes at $2.00 each	$172 00
"	Making return	1 00
June 6,	Serving writ	2 00
"	Mileage 80 miles, 5 c.	4 00
15,	Sum's 4 witnesses, 50 c. each	2 00
26,	Serving 6 witnesses and 80 miles travel	7 00
20,	Serving 5 witnesses, 50 cents	2 50

1852.			
Feb.	2,	Serving writ	2 00
		" " "	2 00
		" 80 miles S.	4 00
Aug.	30,	Serving writ	2 00
		" 80 miles S.	4 00
		Marshal BATES	$204 50
		COCKE	27 50
			232 00

UNITED STATES OF AMERICA,
District of Texas:

I, J. A. H. Cleveland, U. S. Deputy Marshal of the District of Texas, make oath and say that the services stated in the foregoing account appear on the books of the Marshal's office in my charge, and that I believe the same were actually and necessarily rendered.

J. A. H. CLEVELAND.

Subscribed and sworn before me this 16th day of February, 1853.

JAMES LOVE.

Afterwards, to wit: on the eighteenth day of February of the same year, the report of the Master was filed, which is in the words following:—

Report of Master.

THE UNION BANK OF LOUISIANA, Complainant,
against
JOSIAH S. STAFFORD AND WIFE, Defendants.

IN THE DISTRICT COURT OF THE UNITED STATES,
For the District of Texas:

The Master in Chancery, in obedience to the order of the Court in said cause made on the 27th day of January, 1854, having duly notified the parties of the time and place, proceeded, on the 28th day of January, 1854, to examine the matters referred to him, and reports: That on this first day of February, 1854, there is due from the defendants to the complainants, the sum of thirty thousand dollars principal, and twenty-five thousand five hundred and thirty dollars $\frac{82}{100}$ interest, making the total amount due, principal and interest, of the debt named by the mortgage recited in complainants' bill, after allowing all just payments, fifty-five thousand, five hundred and thirty dollars, and eighty-two cents.

Total amount, principal and interest . . .	$55,530	82
That there is due also from the defendants to the complainants for cost taxed by the Clerk . . .	1,325	96
That there is due from the defendants to the complainants for Marshal's costs	396	00
That there is due from the defendants to the complainants for costs due the Receiver, as heretofore reported and approved	6,580	46
That there is due from the defendants to the complainants, for costs in the Supreme Court, as taxed .	378	28
That there is due from the defendants to the complainants, for M. M. Potter, Master . . .	70	00
That there is due from the defendants to the complainants for cost of this reference	100	00
Total,	64,381	52
That on the first day of March, 1854, the said debt and interest amounts to	64,556	52
That on the first day of April, 1854, the debt and interest amounts to	64,731	52
That on the first day of May, 1854, said debt and interest amounts to	64,906	52
That on the first day of June, 1854, said debt and interest amounts to	65,081	52
That on the first day of July, 1854, said debt and interest amounts to	$65,256	52

On account of Receiver, presented to me the 13th day of February, 1854, and hereunto annexed, I have not taken into consideration, nor allowed any credit, for the proceeds of the sale of certain lands in the State of Louisiana, included in the mortgages mentioned in the bill, and sold under executory process in the said State: against the omission of this credit the complainants presented a protest, which is also hereunto annexed.

All of which is respectfully submitted.

R. D. JOHNSON,
Master.

February 18*th*, 1854.

Notice.

IN THE UNITED STATES DISTRICT COURT,
For the District of Texas:

THE UNION BANK OF LOUISIANA
against
JOSIAH S. STAFFORD AND WIFE.

Robert D. Johnson, Master in Chancery, to whom was referred by the Court to ascertain and report the total amount that will be due to the complainants by the defendants, on the first day of February next, and also on the first day of four successive months thereafter, including in such total the principal and interest of the debt secured by the mortgage recited in the complainants' bill, after allowing all just payments as shown by the evidence at the hearing, and costs of suit and expenses and charges of the Receiver, and also such future costs and expenses as may accrue by reason of this reference, and the sale of the mortgaged property, hereby notifies the said complainants and defendants, their solicitors or agents, that he will proceed in reference thereto at his office in the city of Galveston, at ½ past three o'clock P. M., on the twenty-eighth day of January, A. D. 1854, at which time and place the said parties will attend.

Respectfully &c.,

R. D. JOHNSON,

Master in Chancery.

GALVESTON, *Jan'y 27th*, 1854.

We acknowledge notice as above.

ALLEN & HALE

for Union Bank of La.

January 27th, 1854.

ROB. HUGHES,

for Defendants.

R. D. JOHNSON,
Master, &c.

In taking the account in the case of The Union Bank of Louisiana against Stafford and wife, and the case The Canal and Banking Company against Stafford and wife, we require you not to give credit for the amount of the produce of the sale, or for any amount, on account of the plantation in Louisiana, sold by virtue of executory process, or the mortgage in favor of the Union Bank, as we believe said sale is invalid.

Your ob't servants,

J. S. STAFFORD,
J. STAFFORD.

Presented to me February 13th, 1854.

R. D. JOHNSON,

Master.

Protest of Complainants against the Relinquishment of Defendants.

DISTRICT COURT OF THE UNITED STATES,
District of Texas, at Galveston:

THE UNION BANK OF LOUISIANA
vs.
JOSIAH S. STAFFORD AND WIFE.

The complainants by their solicitors, protest against the striking out of the credit which ought to be allowed the defendants for the nett proceeds of the sale under executory process of certain lands included in the mortgages set forth in the bill of complaint, which credit appears by the testimony in this cause; and they declare that they and those claiming under them, will not be bound by such omission in the Master's report, or the decree to be rendered therein in this cause, so far as such omission may be claimed to give the said defendants any right to recover the said lands.

ALLEN & HALE,
Sol's for Comp'ts.

To R. D. Johnson, Esq., Master in Chancery:

Sir: Please to take notice of the above protest, and act in accordance therewith.

ALLEN & HALE,
Sol's for Compl'ts.

February 14*th*, 1854.

Presented to me this 4th day of February, 1854,

R. D. JOHNSON,
Master.

Afterwards, to wit: on the same day and year, the following entry was made in the Order Book:—

Entry.

The Union Bank of Louisiana
vs.
Josiah S. Stafford and wife.

Robert D. Johnson, Master in Chancery, appointed in this cause to report the amount due complainants by defendants, at certain periods named in former orders in this cause, made his report, which was ordered to be filed.

Afterwards, to wit: on the same day and year, the complainants, by Ebenezer Allen and William G. Hale, their solicitors, filed the following motion:—

Motion.

District Court of the United States,
District of Texas, at Galveston:

The Union Bank of Louisiana
vs.
Josiah S. Stafford and wife.

The complainants, by their counsel, move the Court to confirm the report of Robert D. Johnson, Master in Chancery, this day filed, without, however, hereby waiving their objection to the omission on the part of the said Master to allow the credit due to the defendants, and referred to in the report.

February 18*th*, 1854.

ALLEN & HALE,
Counsel for Compl'ts.

To Josiah S. Stafford and Jeanetta Kirkland Stafford, his wife, or to Robert Hughes, Esq., their counsel and solicitor.

Please to take notice, that on Monday, the twentieth instant, we shall call up the foregoing motion.

February 18*th*, 1854.

ALLEN & HALE,
Counsel for Compl'ts.

I acknowledge service of the above.

ROB. HUGHES,
for Defendants.

Afterwards, to wit: on the twenty-first day of February of the same year, the Court here made the following order, to wit:—

Order.

THE UNION BANK OF LOUISIANA
vs.
JOSIAH S. STAFFORD AND WIFE.

On this day came the complainants, by their counsel, and moved the Court to confirm the report of Robert D. Johnson, filed in this cause on the 18th day of February next, and, no objection having been made on the part of the defendants, it is ordered that the report be confirmed.

Afterwards, to wit: on the twenty-fifth day of February, in the year of our Lord one thousand eight hundred and fifty-four, the following decree was filed:—

Decree.

DISTRICT COURT OF THE UNITED STATES,
District of Texas, at Galveston:

Between THE UNION BANK OF LOUISIANA, Complainant,
and
JOSIAH S. STAFFORD AND JEANETTA KIRKLAND STAFFORD, HIS WIFE,
Defendants.

In Chancery.

This cause came to be further heard, at the last term, upon the mandate of the Supreme Court of the United States, and the decree thereof rendered in this cause, on appeal, at the December Term of the said Court A. D. 1851, and upon the former and other proceedings herein, and was held under consideration by the Court until this term, and the Court being now fully advised, and proceeding to render a final decree in favor of said complainant, in accordance with the said mandate and decree of the said Supreme Court, and the parties being now present, by their solicitors and counsel, it is now hereby ordered, adjudged and decreed, by the Court here, that the several sums of money collected and due for the hire of the negro slaves seized in this cause, by the Receiver appointed therein, together with the interest to become due on all sums thereof not yet collected, up to the first day of July, A. D. 1854, be credited on the total amount reported by the Master in Chancery to be due from the defendants to the complainants, on the aforesaid day: that is to say, the said credit shall consist of the sum of eighteen hundred and twenty-two $\frac{83}{100}$ dollars, collected for the hire for the year 1848: the sum of three thousand three hundred and one dollars, collected on the hire of the year 1849: the sum of four hundred and thirty dollars, with interest thereon from the first day of January, 1850, less the commission of five per centum for collecting the same, amounting together to the sum of five hundred and fifty-five $\frac{55}{100}$ dollars, being the remainder of the hire due for the year 1849: the sum of four thousand dollars, with interest to be due thereon from the first day of January, A. D. 1851, amounting to the sum of five thousand one hundred and twenty dollars, being the amount to be due for the hire of the year 1850, the sum of four thousand three hundred dollars being the amount collected for the hire of the year 1851; the sum of four thousand dollars, with interest to be due thereon from the first day of January, 1852, amounting to the sum of four thousand four hundred and eighty dollars, being the amount to be due for the hire of the year 1852; the sum of three thousand eight hundred dollars, being the amount collected for the hire of the year 1853, less the commission for collecting the same; and the sum of two thousand dollars, being the amount collected for the hire of the year 1854, up to the said first day of July; so that the said credit shall amount to the sum of twenty-five thousand three hundred and seventy-nine $\frac{38}{100}$ dollars: And it is further ordered, adjudged and decreed, that Peter MacGreal, Esquire, the Receiver appointed in the said cause, do at once pay over to the said complainant, The Union Bank of Louisiana, the sum of eight thousand eight hundred and eighty-seven dollars $\frac{08}{100}$ *dollars*, being the balance found due from him by the reports of M. M. Potter, Master in Chancery in this cause, including also the nett proceeds collected on the hire of the year 1853, less five per centum as commission for collecting the same as before stated, and that the said Receiver be continued in his office, and a successor or successors in case of vacancy be thereto appointed by any of the Masters in Chancery appointed by this Court, to whom the said complainant may make application for this purpose, for the object, purpose and interest of enforcing the safe keeping of the said negro slaves, and of the collection of the sums remaining and to become due for the hire of the said slaves; and that he and his successors be authorized and required, on the application of the said complainant, to commence and prosecute to final judgment such suits as may be necessary for the collection of the said sums, and he and his successors shall at once, upon the collections of such sums, or any part thereof, pay the mover to the said complainant or its solicitors, only deducting therefrom the commissions heretofore allowed by M. M. Potter, Esquire, Master as aforesaid: provided, however, that the parties owing the said sums may make payment to the said complainant or its solicitor directly: and the equitable interest in, and the right to receive, acquit and discharge all obligations given, or to be given in this cause, for the hire of the said negro slaves during the pendency of this cause, and under the orders of the Court, be and the same are vested in the said Union Bank of Louisiana, for the security and in part satisfaction of the debt due to the said complainant by the said defendants.

And it is further ordered, adjudged and decreed by the Court here that the said defendants, Josiah S. Stafford and Jeanetta Kirkland Stafford, his wife, do pay to the said complainant, the said Union Bank of Louisiana, or its solicitors or attorney, on or before the first day of July, in the present year of our Lord one thousand eight hundred and fifty-four, the full sum of thirty-nine thousand eight hundred and seventy-seven $\frac{13}{100}$ dollars, the same being the balance of the amount found to be due on the said last mentioned day from the said defendants to the said complainant, as principal and interest, by reason of the obligation and mortgages in the bill of complaint set forth, and also as costs in this cause due from the said defendants to the said complainant, and also the legal charges and expenses of the Receiver appointed in this cause, and chargeable as costs in the cause against the said defendants, according to the report of the Master, to whom this account was referred, which report, filed on the eighteenth day of February inst., is hereby confirmed, after deducting from the said amount the aforesaid credit of twenty-five thousand three hundred and seventy-nine $\frac{39}{100}$ dollars ($25,379 39), and that upon the full, complete, and punctual payment of the said amount of thirty-nine thousand, eight hundred and seventy-seven $\frac{13}{100}$ dollars, on the day aforesaid, the negro slaves seized by the Receiver in this cause, and now in the possession of other parties under contracts of hire, made by leave of the Court, be forthwith delivered to the said defendants, and all moneys collected and hereafter to be collected by the said Receiver, or by other persons upon and by reason of said contracts of hire, which are not by this decree otherwise appropriated as a credit in favor of the said defendants, be forthwith paid over to the said defendants; but in default of such full, complete and punctual payment of the said amount on the day aforesaid, to be made by the said defendants to the said complainant, and in case the said defendants fail to pay the same as herein ordered, it is hereby ordered, adjudged and decreed by the Court here, that the said defendants, and all others claiming under or from both or either of them, be forever and absolutely barred and foreclosed of and from all equity of redemption, and of and from all and every claim, right and interest in and to the said negro slaves in the said bill of complaint mentioned and described, and the increase of the females of the said slaves, born from and after the said sixth day of June, in the year of our Lord one thousand eight hundred and thirty-seven, or any one of them, and of and from all claim, right and interest in and to the proceeds of the hire of the said slaves and their said increase since they came into the possession of the Receiver in this cause, or of other persons under the orders of this Court, and that the said defendants deliver over to the said complainants all deeds, evidences and writings relating to or affecting the said slaves, or any of them.

And it is further ordered, adjudged, and decreed by the Court here, that in default of the payment to be made, on or before the said first day of July, A. D. 1854, to the said complainant, or its solicitors or attorney, of the balance due from the said defendants to the said complainant, after allowing the credit before stated (such balance amounting to the aforesaid sum of thirty-nine thousand eight hundred and seventy-seven $\frac{13}{100}$ dollars, and the payment thereof to be proved by the filing of a receipt therefor in the Office of the Clerk of this Court), the Marshal of this District, or any of his lawful deputies, at once seize and take into his possession all and every of the said negro slaves and their said increase, now in the possession of any person holding the same, whether under contracts of hire or otherwise, among which slaves and increase are those now known by the following names, to wit: Bob Davenport, aged about thirty-seven years; Venus, about thirty-three years; Elizabeth, about six years, and Lyle, about two years; Tisha, about seven years, and Dinah, about five years; Philip, about fifteen years, and Edy, about thirteen years; Bob Bayou Bœuf, about thirty-five years; Nannette, about twenty-seven; Claiborne, about eleven years; Thad, about seven years; Guss, about nine years, and Dublin, about four years; Pierre, about thirty-four years; Austin, about thirty-four years; Louisa, about twenty-seven years; Horace, about four years; Ned, about two years, and Milly, about one year; Ned, about twenty-one years; Julia, about twenty-three years, and Mary Anne, about two years; Jim, about twenty-eight years; Maria Johnson, about thirty-five years; Coleman, about six years; Henry, about four years, and Duffey and Tense, about one year; Lavinia, about sixteen years, and Sancho, about two years; Edmund Bell, about forty-four years; Vicey, about forty-two years; Elias Bell, about fifteen years; Mahala, about thirteen years; Edmund, about four years; Dick, thirty-one years; Bob (Carolina), about twenty-seven years; Old Maria, about fifty-three years; Little Lewis, about twenty-five years, and America, about two years; Eliza, about twenty-one years, and Jerry, about two years, and Nancy, about one year; Patsey, about sixteen years;

Willis, about six years; Blaize, about fifty-four years, and Cloe, about forty-one years; Ben or Bene, about twenty-eight years; Stephen, about thirty-three years; Charlotte, about nineteen years, and Tabitha, about one year; Big Jane, about fifty-three years; George Washington, about twenty years; Henry, about fourteen years; George Lee, about thirty-six years; Violet, about thirty-five years, and Richard, about three years; Little Maria, about nineteen years; Tom, about thirty-three years; Elvira, about thirty-four years, and John Aaron, about two years; Mary, about nineteen years, and Isaac Ben, Jacob, about eighteen years; Charles, about sixteen years; Rachel, about fifteen years, and Cynthia, about one year; William, about eighteen years; Britten, about thirty-nine years; Little Jane, about thirty-one years, and Clarissa, about four years; Alfred, about thirty-three; Ben (Alabama), about thirty-one years; Manuel, about sixteen years; Andrew, about thirteen years; Judy, about thirty-eight years; Wallace, about thirty-three; Ben, or (Jordan), about twenty-three years; Lewis, about thirty-two years; Harriet, about sixteen years; Pheasant, about thirty-two years, and her children Jane, about six months old, and Hannah, about four years; Patsey, about seventeen years, and Morris, her child, about two years; Jack, about fifty-three years; Hortense, about forty-three years; Levi, about twenty-five years; Mary Haie (Mary Jake), about thirty-four years; Dublin, about forty-four years; America, about thirty-seven years; Mary, about fifty-two years; Sophia, about fifteen years; Minty, about thirty-one years; Charlotte, about thirty-three years; Rosilla, about thirteen years; Martha, about sixteen years; Willis, about forty years; Clarissa, about thirty-seven years; Charlotte, a griff, aged about thirty years, and Bedford, her son, aged about twelve years; Philip, aged about seventy years; Mary Anne, aged about twenty years, a griff; Jacob, about sixty years; Cynthia, about fifty-three years, and Paul, about fifty-one years, and their said increase: And that the persons having said slaves and their increase in their possession, or any other of the slaves and their increase, mentioned in the said bill of complaint, do deliver up the same to the said Marshal, or his deputy, on the said first day of July, or whenever therefor demanded; and that the said Marshal, or any of his lawful deputies, on the said third day of July, or as soon thereafter as may be, and for as many days succeeding as may be necessary, after making advertisement of the time, place, and terms of sale in two of the newspapers published in the City of Galveston, and one published in the City of Houston, and one published in the County of Brazoria in the State of Texas, for at least three months before the day of such sale, do proceed to sell at public auction between the hours of ten A. M. and four P. M., in front of the Courthouse door of this Court, in the said City of Galveston, for cash, to the highest bidder, all and every part of the said slaves and their increase then in his possession, not separating families, except when the children are over ten years of age; and make bills of sale of such slaves so sold to the purchasers, and receive the proceeds of such sales, and out of the proceeds of such sales, after first deducting therefrom the costs of the sale, including the cost of advertising, keeping and maintaining the said slaves during the time of such sale, making bills of sale, and also the legal commissions due to the Marshal for making such sale, at once pay over to the said complainant or its attorney or solicitors the full sum of thirty-nine thousand eight hundred and seventy-seven $\frac{13}{100}$ dollars, before stated, being the balance aforesaid of the debt, costs, charges and expenses remaining due from the defendants to the said complainant; and the balance remaining of such proceeds, or of any further proceeds, if any such balance exists after satisfying this decree, and then that rendered in the cause of The New Orleans Canal and Banking Company, complainant, against the same defendants, the said Marshal shall pay over to the said defendants, and that an order of sale issue at once for this purpose to the said Marshal, or any of his lawful deputies reciting this decree, and returnable to the next term of this Court, to be held at Galveston aforesaid; and that the said complainant, by its solicitors or attorneys, be allowed to bid at such sale.

And it is further ordered, adjudged and decreed by the Court, that in case the proceeds of sale hereinbefore ordered of such negro slaves herein mentioned or referred to as may by the day of sale come into the possession of the officer making the same, do not amount to sufficient to satisfy the debts, costs, expenses and charges due from the said defendants to the said complainant as hereinbefore stated, then the said Marshal, or any of his lawful deputies, shall at once proceed to seize, sequester, and take into his possession all and every the said slaves and their increase mentioned in the said bill or in this decree, wherever the same may be found in this District, and an order and writ of sequestration shall issue for that purpose, returnable to the next term of this Court as aforesaid, with *alias* and *pluries* writs if required; and at the expiration of one month from the time of each such seizure, the said Marshal as aforesaid shall, after the same advertisement, for the space of twenty days, and at the same place, and on the same terms, sell the said slaves so seized by him, make bills of sale therefor, and receive the proceeds of such sale, and after deducting the costs of such sale as before stated, at once pay over such proceeds as before stated to the said complainant, its attorney or solicitors, until the said sums due to the said complainant, with legal interest thereon, be wholly satisfied, either by the proceeds of such sales, or the proceeds of the hire of said slaves accruing under former orders of this Court.

And it is further ordered, adjudged, and decreed that this decree being the final end and termination of this cause, according to the agreement of the parties and order of this Court, made on the twenty-eighth day of December, in the year of our Lord one thousand eight hundred and forty-nine, the said agreement hereby terminates, and the persons in possession of the said slaves under the said agreement, are bound hereby to deliver them to the Marshal, as required in this decree, on the day herein stated, paying therefor proportionally the sum of two thousand dollars for the term commencing on the first day of January in the present year.

And it is further ordered, adjudged and decreed, that should the amount made upon the sales aforesaid not be sufficient to pay and satisfy the amount remaining due to the said complainant, and also the amount remaining due to The New Orleans Canal and Banking Company, complainant in another cause against the said defendants, the amount due to the Union Bank of Louisiana be first paid, and that it be referred to Milton Potter, Esquire, Master in Chancery, to determine which of the said complainants is entitled to be first paid out of the said proceeds; and the said Master shall, after hearing the evidence adduced, make his report to this Court, and such further proceedings may be had as may be necessary, either by an issue at law to be tried by this Court, or otherwise; and that in case the decision be against the said Union Bank of Louisiana, shall pay over to the said New Orleans Canal and Banking Company the overplus before paid to the former, with interest thereon, after deducting therefrom one-fifth of the expenses and charges allowed to the Receiver, less the sum of three hundred and forty $\frac{60}{100}$ dollars heretofore contributed towards such expenses by the said Canal and Banking Company; but in case the proceeds of the sales be sufficient to satisfy the decrees, then the Union Bank of Louisiana shall refund to the said Canal and Banking Company the said sum of three hundred and forty $\frac{60}{100}$ dollars, heretofore paid by the latter, without interest.

JOHN C. WATROUS.

Feb'y 25th, 1854.

To Josiah S. Stafford and Jeanetta Kirkland his wife, defendants, or to Robert Hughes, Esq'r, their solicitor and counsel:—

Take notice, that on Friday, the twenty-fourth day of February, 1854, or as soon thereafter as counsel can be heard, we shall move the court to enter the foregoing as its decree in the before entitled cause, in which you are defendants; or in case there are any objections to the form thereof, then to settle the form of the decree to be rendered herein.

ALLEN & HALE,
Solicitors and Counsel for Comp'ts.

Feb. 23d, 1854.

UNITED STATES OF AMERICA,
District of Texas:

I, William G. Hale, one of the solicitors of the Union Bank of Louisiana, make oath and say, that on the twenty-third day of February inst., I delivered to Robert Hughes, Esq., solicitor for Josiah S. Stafford and wife, the foregoing draft of the decree proposed to

2362.

be entered in the before entitled cause, the same in substance as it now stands, with some slight differences in form, and also the foregoing notice.

Sworn and subscribed before me this twenty-fifth day of February, A. D. 1854.

WILLIAM G. HALE.

Which said decree was on the same day and year made the decree of the Court, and ordered to be recorded, which was accordingly done as follows, to wit :—

Decree.

DISTRICT COURT OF THE UNITED STATES,
District of Texas:
In Chancery.

Between THE UNION BANK OF LOUISIANA, Complainant,
and
JOSIAH S. STAFFORD AND JEANETTA KIRKLAND STAFFORD, HIS WIFE, Defendants.

This cause came on to be further heard at the last term, upon the mandate of the Supreme Court of the United States, and the decree thereof, rendered in this cause, on appeal at the December Term of the said Court, A. D. 1851, and upon the former and other proceedings herein, and was held under consideration by the Court until this term, and the Court being now fully advised and proceeding to render a final decree in favor of the said complainant, in accordance with the said mandate and decree of the said Supreme Court, and the parties being now present, by their solicitors and counsel, it is now hereby ordered, adjudged, and decreed by the Court here, that the several sums of money collected and due for the hire of the negro slaves seized in this cause by the Receiver appointed therein, together with the interest to become due on all sums thereof not yet collected up to the first day of July, A. D. 1854, be credited on the total amount reported by the Master in Chancery to be due from the defendants to the complainants on the aforesaid day: that is to say: that the said credit shall consist of the sum of eighteen hundred and twenty-two $\frac{83}{100}$ dollars, collected for hire for the year 1848; the sum of three thousand three hundred and one dollars, collected for the hire for the year 1849. The sum of four hundred and thirty dollars, with interest thereon from the first day of January, 1850, less the commission of five per centum for collecting the same, amounting together to the sum of five hundred and fifty-five $\frac{55}{100}$ dollars, being the remainder of the hire due for the year 1849; the sum of four thousand dollars, with interest to be due thereon from the first day of January, A. D. 1851, amounting to the sum of five thousand one hundred and twenty dollars, being the amount to be due for the hire of the year 1850;

the sum of four thousand three hundred dollars, being the amount collected for the hire of the year 1851; the sum of four thousand dollars, with interest to be due thereon from the first day of January, 1852, amounting to the sum of four thousand four hundred and eighty dollars, being the amount collected for the hire of the year 1852; the sum of three thousand eight hundred dollars, being the amount collected for the hire for the year 1853; less the commission for collecting the same, and the sum of two thousand dollars, being the amount to be due for the hire of the year 1854 up to the said first day of July; so that the said credit shall amount to the sum of twenty-five thousand three hundred and seventy-nine $\frac{39}{100}$ dollars. And it is further ordered, adjudged and decreed, that Peter Mac Greal, Esquire, the Receiver appointed in the said cause, do at once pay over to the said complainant, The Union Bank of Louisiana, the sum of eight thousand eight hundred and eighty-seven dollars $\frac{08}{100}$ *dollars*, being the balance found due from him by the reports of M. M. Potter, Master in Chancery in this cause, including also the nett proceeds collected on the hire of the year 1853, less five per centum as commission for collecting the same, as before stated, and that the said Receiver be continued in his office, and a successor or successors in case of vacancy be thereto appointed by any of the Masters in Chancery appointed by this Court, to whom the said complainant may make application for this purpose, for the object, interest and purpose of enforcing the said keeping of the said negro slaves, and of the collection of the sums remaining and to become due for the hire of the said slaves; and that he and his successors be authorized and required, on the application of the said complainant, to commence and prosecute to final judgment such suits as may be necessary for the collection of the said sums; and he and his successors shall at once, upon the collection of such sums or any part thereof, pay them over to the said complainant or its solicitors, only deducting therefrom the commissions heretofore allowed by M. M. Potter, Esquire, Master as aforesaid; provided, however, that the parties owing the said sums, may make payment to the said complainant or its solicitor directly; and the equitable interest in, and the right to receive, acquit and discharge all obligations, given or to be given in this cause, for the hire of the said negro slaves during the pendency of this cause, and under the orders of the Court, be and the same are vested in the said Union Bank of Louisiana, for the security and in part satisfaction of the debt due to the said complainant by the said defendants.

And it is further ordered, adjudged and decreed by the Court here, that the said defendants, Josiah S. Stafford and Jeanetta Kirkland Stafford, his wife, do pay to the said complainant, the said Union Bank of Louisiana, or its solicitors or attorney, on or before the first day of July, in the present year of our Lord one thousand eight hundred and fifty-four, the full sum of thirty-nine thousand eight hundred and seventy-seven $\frac{13}{100}$ dollars; the same being the balance of the amount found to be due on the said last-mentioned day from the said defendants to the said complainant, as principal and interest, by reason of the obligation and mortgages in the bill of complaint set forth, and also as costs in this cause due from the said defendants to the said complainant, and also as the legal charges and expenses of the Receiver appointed in this cause, and chargeable as costs in the cause against the said defendants, according to the report of the Master, to whom this account was referred, which report, filed on the eighteenth day of February inst. is hereby confirmed, after deducting from the said amount the aforesaid credit of twenty-five thousand three hundred and seventy-nine $\frac{39}{100}$ dollars (25,379 39), and that upon the full and complete and punctual payment of the said amount of thirty-nine thousand eight hundred and seventy-seven $\frac{13}{100}$ dollars, on the day aforesaid, the negro slaves seized by the Receiver in this cause, and now in the possession of other parties under contracts of hire made by leave of the Court, be forthwith delivered to the said defendants; and all money collected and hereafter to be collected by the said Receiver, or by other persons upon and by reason of said contracts of hire, which are not by this decree otherwise appropriated as a credit in favor of the said defendants, be forthwith paid over to the said defendants: but in default of such full, complete and punctual payment of the said amount on the day aforesaid to be made by the said defendants to the said complainant, and in case the said defendants fail to pay the same as herein ordered, it is hereby ordered, adjudged and decreed by the Court here, that the said defendants, and all those claiming under or from both or either of them, be forever and absolutely barred and foreclosed of and from all equity of redemption, and of and from all and every claim, right and interest, in and to the said negro slaves in the said bill of complaint mentioned and described, and the increase of the families of the said slaves, born from and after the said sixth day of June, in the year of our Lord one thousand eight hundred and thirty-seven, or any one of them, and of and from all claim, right and interest in and to the proceeds of the hire of the said slaves and their said increase, since they came into the possession of the Receiver in this cause, or of other persons under the orders of this Court; and that the said defendants deliver over to the said complainant all deeds, evidences or writings relating to or affecting the said slaves, or any of them.

And it is further ordered, adjudged, and decreed by the Court here, that in default of the payment to be made on or before the said first day of July, A. D. 1854, to the said complainant or its solicitors or attorney, of the balance so due from the said defendants to the said complainant, after allowing the credit before stated (such balance, amounting to the aforesaid sum of thirty-nine thousand, eight hundred and seventy-seven $\frac{13}{100}$ dollars, and the payment thereof, to be proved by the filing of a receipt therefor in the office of the Clerk of this Court), the Marshal of this District, or any of his lawful deputies, at once seize and take into his possession all and every of the said negro slaves, and their said increase, now in the possession of the person holding the same under contracts of hire, or otherwise, among which slaves and increase are those now known by the following names, to wit: Bob Davenport, aged about thirty-seven years; Venus, about thirty-three years; Elizabeth, about six years, and Lyle, about two years; Tisha, about seven years, and Dinah, about five years; Philip, about fifteen years; and Edy, about thirteen years; Bob (Bayou Bœuf), about thirty-five years; Nannette, about twenty-seven; Claiborne, about eleven years; Thad, about seven years; Guss, about nine years, and Dublin, about four years; Pierre, about thirty-four years; Austin, about thirty-four years; Louisa, about twenty-seven years; Horace, about four years; Noel, about two years, and Milly, about one year; Ned, about twenty-one years; Julia, about twenty-three years, and Mary Anne, about two years; Jim, about twenty-eight years; Maria Johnson, about thirty-five years; Coleman, about six years; Henry, about four years; and Deffey and Tense, about one year; Lavinia, about sixteen years, and Landro, about two years; Edmund Bell, about forty-four years; Lucy, about forty-two years; Elias Bell, about fifteen years; Mahala, about thirteen years; Edmund, about four years; Dick, thirty-one years; Bob (Carolina), about twenty-seven years; Old Maria, about fifty-three years; Little Lewis, about twenty-five years; and America, about two years; Eliza, about twenty-one years; and Jerry, about two years, and Nancy, about one year; Patsey, about sixteen years; Willis, about six years; Blaize, about fifty-four years; and Cloe, about forty-one years; Ben or Bene, about twenty-eight years; Stephen, about thirty-three years; Charlotte, about nineteen years, and Tabitha, about one year; Big Jane, about fifty-three years; George Washington, about twenty years; Henry, about fourteen years; George Lee, about thirty-six years; Violet, about thirty-five years, and Richard, about three years; Little Maria, about nineteen years; Tom, about thirty-three years; Elvira, about thirty-four years, and John Aaron, about two years; Mary, about nineteen years, and Isaac Ben ; Jacob, about eighteen years; Charles, about sixteen years; Rachel, about fifteen years; and Cynthia, about one year; William, about eighteen years: Britton, about thirty-nine years; Little Jane, about thirty-one years, and Clarissa, about four years; Alfred, about thirty-three; Ben (Alabama), about thirty-one years; Manuel, about sixteen years; Andrew, about fourteen years; Judy, about thirty-eight years; Wallace, about thirty-three; Ben, or (Jordan), about twenty-three years; Louis, about thirty-two years; Harriet, about sixteen years; Pleasant, about thirty-two years, and her children, Jane, about six months old, and Hannah, about four years; Patsey, about seventeen years, and Morris, her child, about two years; Jack, about fifty-three years; Hortense, about forty-three years; Levi, about twenty-five years; Mary Haie (Mary Jake), about thirty-four years; Dublin, about forty-four years; America, about thirty-seven years; Mary, about fifty-two years; Sophia, about fifteen years: Minty, about thirty-one years; Charlotte, about thirty-three years; Rosilla, about thirteen years; Martha, about sixteen years; Willis, about forty years; Clarissa, about thirty-seven years; Charlotte, a griff, aged about thirty years, and Belford, her son, aged about twelve years; Philip, aged about seventy years; Mary Anne, aged about twenty years, a griff; Jacob, about sixty years; Cynthia, about fifty-three years, and Paul, about fifty-one years, and their said increase. And that the persons having said slaves, and their increase, in their possession, or any other of the slaves and their increase, mentioned in the said bill of complaint, do deliver up the same to the said Marshal, or his deputy, on the said first day of July, or whenever therefor demanded, and that the said Marshal, or any of his lawful deputies, on the said third day of July, or as soon thereafter as may be, and for as many days succeeding as may be necessary, after making advertisement of the time, place, and terms of sale, in two of the newspapers published in the city of Galveston, and one published in the city of Houston, and one published in the county of Brazoria, in the State of Texas, for at least three months before the day of such sale, do proceed to sell at public auction, between the hours of ten A. M. and four P. M., in front of the Court House door of this Court, in the said city of Galveston, for cash, to the highest bidder, all and every part of the said slaves, and their said increase, then in his possession, not separating families, except when the children are over ten years of age; and make bills of sale of such slaves so sold to the purchasers, and receive the proceeds of such sales, and out of the proceeds of such sales, after first deducting therefrom the costs of said sale, including the cost of advertising, keeping and maintaining the said slaves during the time of such sale, making bills of sale, and also the legal commissions due to the Marshal for making such sale, at once pay over to the said complainant, its attorney or solicitors, the full sum of thirty-nine thousand eight hundred and seventy-seven $\frac{13}{100}$ dollars, before stated, being the balance aforesaid, of the debt, costs, charges, and expenses remaining due from the said defendants to the said complainant, and the balance remaining of such proceeds, or of any further proceeds, if any such balance exists, after satisfying this decree, and then that rendered in the cause of The New Orleans Canal and Banking Company, complainant, against the same defendants, the said Marshal shall pay over to the said defendants, and that an order of sale issue at once for this purpose to the said Marshal, or any of his lawful deputies, reciting this decree, and returnable to the next term of this Court, to be held at Galveston aforesaid; and that the said complainant, by its solicitors or attorney, be allowed to bid at such sale.

And it is further ordered, adjudged and decreed by this Court, that in case the proceeds of sale hereinbefore ordered of such negro slaves herein mentioned or referred to as may by the day of sale come into the possession of the officer making the same, do not amount to sufficient to satisfy the debts, costs, expenses and charges due from the said defendants to the said complainant, as hereinbefore stated, then the said Marshal, or any of his lawful deputies, shall at once proceed to seize, sequester and take into possession all and every the said slaves and their increase, mentioned in the said bill or in this decree, wherever the same may be found in this District, and an order and writ of sequestration shall issue for that purpose, returnable to the next term of this Court, as aforesaid, with *alias* and *pluries* writs, if required: and at the expiration of the term of one month from the time of each such seizure, the said Marshal as aforesaid shall, after the same advertisement, for the space of twenty days, and at the same place, and on the same terms, sell the said slaves so seized by him, make bills of sale therefor, and receive the proceeds of such sale, and after deducting the costs of such sale as before stated, at once pay over such proceeds as before stated, to the said complainant and its attorney or solicitors, until the said several sums due to the said complainant, with legal interest thereon, be wholly satisfied, either by the proceeds of such sales or the proceeds of the hire of said slaves accruing under former orders of this Court.

And it is further ordered, adjudged and decreed, that this decree being the final end and termination of this cause, according to the agreement of the parties and order of this Court, made on the twenty-eighth day of December, in the year of our Lord one thousand eight hundred and forty-nine, the said agreement hereby terminates, and the persons in possession of the said slaves under the said agreement, are bound hereby to deliver them to the Marshal, as required in this decree, on the day herein stated, paying therefor proportionally, the sum of two thousand dollars, for the term commencing on the first day of January in the present year.

And it is further ordered, adjudged and decreed, that should the amount made upon the sales aforesaid not be sufficient to satisfy the amount remaining due to the said complainant, and also the amount remaining due to The New Orleans Canal and Banking Company, complainant in another cause against the said defendants, the amount due to the said Union Bank of Louisiana be first paid, and that it be referred to Milton Potter, Esquire, Master in Chancery, to determine which of the said complainants is entitled to be first paid out of the said proceeds; and the said Master shall, after hearing the evidence adduced, make his report to this Court, and such further proceedings may be had as may be necessary, either by an issue at law to be tried by this Court or otherwise, and that in case the decision be against the said Union Bank of Louisiana, the said Bank pay over to the said New Orleans Canal and Banking Company the overplus before paid to the former, with interest thereon, after deducting therefrom one-fifth of the charges and expenses allowed to the Receiver, less the sum of three thousand and forty $\frac{60}{100}$ dollars, heretofore contributed towards such expenses by the said Canal and Banking Company; but in case the proceeds of the sale be sufficient to satisfy the decree, then the Union Bank of Louisiana shall refund

2365.

to the said Canal and Banking Company the said sum of three hundred and forty $\frac{60}{100}$ dollars, heretofore paid by the latter, without interest.

JOHN C. WATROUS.

Feb'y 25th, 1854.

Afterwards, to wit: on the twenty-seventh day of February of the same year, the following additional bond of James Love, B. F. Terry and W. J. Kyle was filed:—

Additional Bond.

Whereas, an order by consent was on the 14th day of February, A. D. 1854, made by the District Court of the United States for the District of Texas, whereby it was ordered that James Love, B. F. Terry and William J. Kyle, obligors on a certain given on the twenty-fifth day of December, A. D. 1853, for the safe keeping, etc., of certain negro slaves seized in the cause pending in Chancery in the said Court, wherein The Union Bank of Louisiana is complainant, and Josiah S. Stafford and Jeanetta Kirkland Stafford are defendants, should, on or before the first day of March next, execute and file an additional bond, in the penal sum of thirty thousand dollars, with the like conditions as contained in their said former bond; and whereas the said obligors are desirous to conform in all respects to the orders of the Court: Now, therefore, know all men by these presents, that in addition to the former bond given for the same object, we, James Love as principal, and B. F. Terry and William J. Kyle as sureties, are held and firmly bound to Peter MacGreal, Receiver, in the case of The Union Bank of Louisiana against Josiah S. Stafford and Jeanetta Kirkland Stafford, his wife, lately pending in the District Court of the United States for the District of Texas, and appealed to the Supreme Court of the United States, in the further and additional sum of thirty thousand dollars, to be paid to the said MacGreal, his successor or successors in the said office, and for the payment whereof we jointly and severally bind ourselves, our heirs, executors, administrators, firmly by these presents, sealed with our seals, dated this 18th day of February, in the year of our Lord one thousand eight hundred and fifty-four (1854).

The condition of this obligation is such, that whereas the said James Love did, on the first day of January, A. D. 1850, pursuant to the order of the Court and the agreement of the parties in the above named cause, hire and receive of the said Peter MacGreal, Receiver as aforesaid, all the slaves seized or taken into his possession before that time in the said cause, the names and description of which said slaves are set forth in a certain schedule contained in the receipt of the Marshal, bearing date the tenth day of January, A. D. 1850, filed in said cause, and to be taken as part hereof, for the purpose of ascertaining and identifying the said slaves, and thereby their value for the term of one year, to terminate on the first day of January, A. D. 1850, in the sum of fifty thousand dollars, with Henry B. Martin and Michael B. Menard as his sureties; to which bond, on file in said cause, or to the record thereof, reference may be had for its provisions and contents: and whereas, in and by the agreement of the parties to said cause, entered into on the 28th day of December, A. D. 1849, and recorded and made the order of the Court in said cause, it was among other things agreed and stipulated that it should be provided in the condition of the last named bond that the said James Love should have the option and privilege of retaining the said slaves in his possession from year to year until the final end and termination of said cause, whether such end and termination should be in the said District Court, or in the Supreme Court, or in any other Court whatsoever of the United States; and that the said Love should be excused and exempted from delivering the said slaves to the said Receiver, his successor or successors, until that time, if he, the said Love, should, on or before the twenty-fifth day of December of each year during the pendency of said cause, file, in the Clerk's Office of the District Court aforesaid, two several bonds, such as are mentioned and specified and described in the said agreement of parties; which stipulation and provision was accordingly introduced into the condition of the said bond entered into by said Love, with the said Henry B. Martin and Michel B. Menard as his sureties as aforesaid, and is also herein contained: and whereas the said Love has elected, and does hereby signify his election to retain in his possession all and singular the said slaves in the said schedule mentioned, and does hereby acknowledge his possession of said slaves and their increase, all and singular, excepting number of the same who have died the past year.

Now the above named principal and sureties to this bond do stipulate and agree that the said James Love shall safely keep the said slaves, and any others in controversy in the said cause, which may be now or hereafter in his possession, during the full term of one year, to terminate on the first day of January, A. D. 1855, and furnish them at all times such necessary and proper food, sustenance, lodging, medicines, medical care and attendance, and clothing as their circumstances may severally require, and shall treat them humanely and in the manner among planters of good standing with reference to their own hands; that he shall pay the taxes on said slaves, and deliver all and singular the said slaves and their increase to the said Receiver, or to his successor or successors in said office, on the first day of January, A. D. 1855, by ten o'clock in the forenoon, at the town of Brazoria, in the County of Brazoria, excepting such only as may die during the said year, or be too sick or infirm on that day for delivery; in which latter event such sick or infirm slave or slaves shall be delivered as soon thereafter as circumstances will admit; and should the said office of Receiver by any means become vacant by the death, resignation or dismissal of the said Receiver, or his successor or successors, in any other manner whatsoever, then the said Love, his executors or administrators, shall safely keep said slaves, subject to such order as may be made by the Court for their safekeeping: provided, nevertheless, that if the said Love shall elect to retain the said slaves in his possession in pursuance of the terms and provisions of the agreement of the parties and order of Court thereon, hereinbefore mentioned and referred to, and shall, on or before the 25th day of December, 1854, should the said cause so long continue, file, in the Clerk's Office of the District Court, the two several bonds mentioned and required in and by the terms and provisions of the said agreement, and order thereupon the filing of the said two bonds, the said Love shall be excused from the delivery of the said slaves to the said Receiver or his successor on the said first day of January, A. D. 1855 (eighteen hundred and fifty-five), and shall be privileged to retain the same in his possession, subject to the said two bonds and other terms, stipulations and provisions in the same, and the conditions thereof and in the agreement *and thereon aforesaid.*

And the aforesaid principal and sureties to this bond or obligation do further stipulate and agree, that all and singular the said slaves and their increase, including also all those which are or may come into the possession of him, the said Love, in controversy in said cause, as well as those mentioned and described in the said schedule, shall be safely kept, and forthcoming and delivered up in pursuance of, and to satisfy any order, judgment, or decree of the Court in said cause hereafter to be made touching the said slaves.

Now, if the above and foregoing stipulations, agreements and provisions shall all and singular be well and truly kept and performed and observed, then the above obligation shall be void and of none effect; otherwise, the same shall be and remain in full force and virtue.

And the aforesaid principal and sureties do hereby further stipulate and agree, and bind themselves jointly and severally, that if the condition of the above obligation shall be violated or broken, or if the several stipulations, agreements and provisions be not well and truly all and singular kept and performed; then and in such case and event, judgment may and shall forthwith be rendered and given in the said cause by the said District Court of the United States for the District of Texas, or by any other Court having jurisdiction of the same, upon motion of The Union Bank of Louisiana, the complainants in said cause, or their solicitor, against them, the aforesaid principal and sureties to this obligation, jointly and severally, for the amount of the said complainant's claim or demand in the said cause, justly due, with interest and costs of suit; in and to which judgment and proceedings they, the said principal and sureties, do by these presents forever waive and release all errors and obligations whatsoever, hereby solemnly declaring and agreeing that such judgment shall be good, valid, binding, and final, both in law and equity.

JAMES LOVE. [SEAL.]
B. F. TERRY. [SEAL.]
W. J. KYLE. [SEAL.]

"Fifty" stricken out and "thirty" interlined; the words "or whenever the said cause shall terminate" stricken out by James Love before signing.

Afterwards, to wit: on the seventh day of March of the year aforesaid, the Court here passed an order in relation to the sufficiency of the Appeal Bond, which is in the words following, to wit:—

Order.

THE UNION BANK OF LOUISIANA
against
JOSIAH S. STAFFORD AND WIFE.

On this day came the defendants by their counsel and prayed an appeal to the next term of the Supreme Court of the United States, to be held in the City of Washington on the first Monday in December next, from the decree of the Court rendered in favor of complainants against defendants, provided the defendants enter into a good and sufficient bond, with good and sufficient surety, in the penal sum of ten thousand dollars, conditioned that they prosecute their appeal with effect, and answer all damages and costs if they fail to make their plea good; and thereupon the defendants in open Court tendered a bond with L. C. Stanley, Patrick Perry, and William H. Clark as sureties in the sum of ten thousand dollars; and the Court having inspected the bond, and being satisfied it is in conformity to law and the order of Court herein, and that the sureties are good and sufficient: It is now ordered that the bond be approved and filed: It is ordered to be entered that the bond of appeal taken and filed in this cause operates as a supersedeas to the decree of the Court.

Afterwards, to wit: on the same day and year, the following Appeal Bond being approved of by the Court, was ordered to be filed, which was accordingly done, and is in the words following, to wit:—

Appeal Bond.

THE UNITED STATES OF AMERICA,
District of Texas, to wit:

Know all men by these presents, that we, Josiah S. Stafford and Jeanetta Kirkland Stafford his wife, and Patrick Perry, L. C.

Stanley and William H. Clark, their sureties, are held and firmly bound unto The Union Bank of Louisiana in the just and full sum of ten thousand dollars, for the payment of which, well and truly to be made, we and each of us bind ourselves, our heirs, executors, and administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated this 7th day of March, A. D. 1854.

The condition of the above obligation is such, that whereas, the said Josiah S. Stafford and Jeanetta Kirkland Stafford his wife, have this day prayed an appeal to the next term of the Supreme Court of the United States, to be held at Washington on the first Monday in the month of December next, from a decree rendered and pronounced against them in the District Court of the United States for the District of Texas, at Galveston, on the 25th day of February last past, in the suit in Chancery in which the said Union Bank of Louisiana was complainant, and said Josiah S. Stafford and Jeanetta Kirkland Stafford his wife, were defendants. Now upon the grants of said appeal, if the said Josiah S. Stafford and Jeanetta Kirkland Stafford his wife, shall well and truly prosecute their appeal with effect, and *pray* unto the said Union Bank of Louisiana all such damages, costs and charges, as shall be awarded to the said Union Bank of Louisiana by the said Supreme Court in case said Josiah S. Stafford and Jeanetta Kirkland Stafford his wife should fail to make good their appeal, then this obligation to be void; else, to be and remain in full force and effect.

J. S. STAFFORD. [SEAL.]

Signed, sealed, and delivered in presence of
F. J. PARKER.

JEANNETTA K. STAFFORD, [SEAL.]
By her Attorney ROB. HUGHES.

PATRICK PERRY,
By his Attorney in fact, ROB. HUGHES. [SEAL.]

L. C. STANLEY,
By his Attorney in fact, ROB. HUGHES. [SEAL.]

WILLIAM H. CLARK,
By his Attorney in fact, ROB. HUGHES. [SEAL.]

I approve the above bond, March 7th, A. D. 1854.
JOHN C. WATROUS,
U. S. Judge

Afterwards, to wit: on the same day and year, the powers of attorney of L. C. Stanley, William H. Clark, and Patrick Perry to Robert Hughes, Esquire, were filed in this Court, and are as follows:—

Power of Attorney.

Know all men by these presents, that I, L. C. Stanley, of the County of Harris, in the State of Texas, have nominated, constituted and appointed, and by these presents do hereby nominate, constitute and appoint Robert Hughes, of the City and County of Galveston, in said State of Texas, my true and lawful attorney in fact, for me and in my name, to sign, seal and deliver for Josiah S. Stafford and Jeanetta his wife, any bond or bonds which may be necessary, to take an appeal to the Supreme Court of the United States, from any decree or decrees rendered, or hereafter rendered in the District Court of the United States for the District of Texas, at Galveston, in the suits in Chancery, The Union Bank of Louisiana, complainant, and said Stafford and wife, defendants, and The Canal and Banking Company, complainants, and said Stafford and wife, defendants; hereby ratifying and confirming whatever my said attorney may do in the premises, by virtue of these presents.

Witness my hand and scroll for seal, this 4th day of March, A. D. 1854.

L. C. STANLEY. [SEAL.]

Test, WM. FERGUSON.

THE STATE OF TEXAS,
County of Harris:

Before me, Joseph B. Dart, a Notary Public in and for the County of Harris, duly commissioned and qualified, this day at my office came L. C. Stanley, of said County, to me well known, who acknowledged that he signed, sealed and delivered the foregoing instrument for the purposes and the consideration therein set forth and contained.

In testimony whereof I have hereto set my hand and notarial seal at my office in the City of Houston, this fourth day of March, A. D. 1854.

[SEAL.] J. B. DART,
Notary Public.

STATE OF TEXAS,
County of Harris:

Personally appeared before me Lardner C. Stanley, well known to me, whose name is signed to the within power of attorney, and made oath that he is worth the sum of five thousand dollars over and above all his just debts and liabilities.

L. C. STANLEY.

Sworn to and subscribed before me, this 4th day of March, 1854.

T. B. J. HADLEY, *Com'r,*
Com'r of Affidavits and bail of the D. C. U. S. of the State of Texas.

2318.

Power of Attorney.

THE STATE OF TEXAS,
County of Galveston:

Know all men by these presents, that I, William Clark, of the County of Polk in said State, have nominated, constituted and appointed, and by these presents do hereby nominate, constitute and appoint Robert Hughes, of the City and County of Galveston, my true and lawful attorney in fact, for me and my name, to sign, seal and deliver as security for Josiah S. Stafford and Jeanetta his wife, any bond or bonds which may be necessary to take an appeal to the Supreme Court of the United States from any decree or decrees rendered, or hereafter to be rendered in the District Court of the United States for the District of Texas, at Galveston, in the suits in Chancery, The Union Bank of Louisiana, complainant, and said Stafford and wife, defendants, and The Canal and Banking Company of Louisiana, complainants, and said Stafford and wife, defendants, hereby ratifying and confirming whatever my said attorney may lawfully do in the premises by virtue of these presents.

Witness my hand and scroll for seal, this day of March, A. D. 1854.

W. H. CLARK. [SEAL.]

Witness,
R. D. JOHNSON.

STATE OF TEXAS,
Galveston County:

Personally appeared before me, R. D. Johnson, U. S. Commissioner, William H. Clark, of the County of Polk and State of Texas, and acknowledged that he signed, sealed and delivered the within power of attorney for the object and purposes therein mentioned; and I further certify that the said William H. Clark made oath before me this day that he is worth five thousand dollars over and above his just debts and all liabilities against him, and hereunto signed his name.

W. H. CLARK.

Subscribed and sworn to before me, this 3d day of March, 1854.

R. D. JOHNSON,
U. S. Commissioner.

Power of Attorney.

Know all men by these presents, that I, Patrick Perry, of the County of Galveston and State of Texas, have nominated, constituted and appointed, and by these presents do nominate, constitute and appoint Robert Hughes, of the said City of Galveston, my true and lawful attorney in fact, for me and in my name to sign, seal and deliver as security for Josiah S. Stafford and Jeanetta, his wife, any bond or bonds which may be necessary to take an appeal to the Supreme Court of the United States, from any decree or decrees rendered or hereafter to be rendered, in the District Court of the United States for the District of Texas, at Galveston, in the suits in Chancery, The Union Bank of Louisiana, complainant, and said Stafford and wife, defendants, and The Canal and Banking Company of Louisiana, complainant, and said Stafford and wife, defendants, hereby ratifying and confirming whatever my said attorney may do in the premises by virtue of these presents.

Witness my hand and seal this 6th day of March, A. D. 1854.

PATRICK PERRY.

Witness,
W. D. ROBINSON.
R. D. JOHNSON.

THE UNITED STATES OF AMERICA,
District of Texas, to wit:

This day P. Perry appeared before me, Robert D. Johnson, one of the Commissioners of affidavits and bail in civil cases in the Courts of the United States, duly appointed in said District, and made oath in due form that he is worth six thousand dollars, besides all his debts and liabilities of all kinds whatever.

PATRICK PERRY.

Subscribed and sworn to this 7th day of March, A. D. 1854.

R. D. JOHNSON,
U. S. Commissioner.

Afterwards, to wit: on the same day and year, the complainants, by Ebenezer Allen and William G. Hale, their solicitors and counsel in this cause, filed their objections to the appeal bond, in the words following, to wit:—

Objections to Appeal Bond.

DISTRICT COURT OF THE UNITED STATES,
District of Texas, at Galveston:

Between THE UNION BANK OF LOUISIANA
and
JOSIAH S. STAFFORD and JEANETTA KIRKLAND his wife.

In Chancery.

The complainants, by their counsel, object to the approval of the appeal bond tendered by the defendants, because it is offered by the counsel for the defendants to execute the said appeal bond in the names of W. H. Clark, Patrick Perry, and L. C. Stanley as sureties, by virtue of certain paper writings purporting to be powers of attorney from the said sureties to Robert Hughes, and such paper writings are not under seal, but have only an ink *scroll* affixed to the name of the signers, and also because the affidavits of publication do not show that the property of the affiants is liable to execution, and do not show that the affiants have sufficient property wherewith to satisfy the final amount of the bond. And the said complainants also object to the said bond being received to supersede or stay the decree, because the penalty of said bond is much less than the amount of the decree, and is wholly insufficient, and for other irregulations.

ALLEN & HALE,
Counsel for Compl'ts.

Afterwards, to wit: on the same day and year, Peter MacGreal, Esquire, the Receiver herein, filed an affidavit in the words following, to wit:—

Affidavit of Receiver.

IN THE UNITED STATES DISTRICT COURT,
For the District of Texas:

THE UNION BANK OF LOUISIANA
vs. } In Chancery.
JOSIAH S. STAFFORD AND WIFE.

Peter MacGreal, Receiver in this cause, says that at the request of the complainants, on this twenty-first day of February, A. D. 1854, he demanded of Josiah S. Stafford the following negro slaves, seized in said cause, being a part of the slaves named in the bill of said complainants, now in the possession of said Stafford and wife, and left with the said defendants under an agreement to deliver the said slaves upon demand: and the said Josiah S. Stafford refused to deliver up the said slaves until the day of sale of said slaves, to wit: Clarissa, aged 33 years; Willis, 35 years; Dublin, 40 years; Big Mary, 48 years; Big Charlotte, 41 years, and her child Rosilla, aged 11 years; America, aged 33 years; Minty, aged 27 years; Sophia, aged 12 years, and Martha, aged 13 years.

PETER MACGREAL,
Receiver.

Sworn to and subscribed before me, this 21st February, A. D. 1854.

JOHN S. JONES,
U. S. Commissioner.

Afterwards, to wit: on the fifteenth day of March of the same year, a Writ of Assistance was issued, which is in the words following, to wit:—

Writ of Assistance.

THE UNITED STATES OF AMERICA,
District of Texas :

The President of the United States of America, to the Marshal of the District of Texas, or any of his lawful deputies, greeting:

Whereas, it appears to us by the affidavit of Peter MacGreal, Esquire, Receiver in a certain cause lately depending in the District Court of the United States for the District of Texas, and now appealed to the Supreme Court of the United States, wherein The Union Bank of Louisiana is complainant, and Josiah S. Stafford and Jeanetta Kirkland his wife are defendants, filed on the 7th day of March, A. D. 1854, in said cause, that a demand has been made upon the said Josiah S. Stafford to deliver to the said Receiver certain of the negro slaves in controversy in said cause, whose names are contained in said affidavit, and that the said Josiah S. Stafford refused to comply with said demand.

You are therefore hereby commanded to aid and assist by the power and authority in you vested, the said Peter MacGreal, Esquire, Receiver as aforesaid, in taking into his possession such of the said negro slaves as are hereinafter named and described, to wit: Clarissa, aged 33 years; Willis, aged 35 years; Dublin, aged 40 years; Big Mary, aged 48 years; Big Charlotte, aged 41 years, and her child Rosilla, aged 11 years; America, aged 33 years; Minty, aged 27 years; Sophia, aged 12 years; and Martha, aged 13 years; all slaves for life, together with such of their increase since the sixth day of June, A. D. 1837, as may be in the possession or under the control of the said Josiah S. Stafford, or of others in privity with him; and you are hereby further commanded to use all lawful means to place and establish the said Receiver in the full, perfect, and undisturbed —— of all and several, the said negro slaves, and their said increase; and that you shall from time to time, as often as shall be necessary, preserve and defend the said Receiver in such possession as aforesaid, against all persons whomsoever seeking to disturb the same, according to the true intent and meaning of the appointment and duties of the said Receiver.

Witness the Honorable John C. Watrous, Judge of said Court, and the seal thereof, at the city of Galveston, this [SEAL.] 15th day of March, in the year of our Lord one thousand eight hundred and fifty-four, and of the Independence of the United States of America the seventy-eighth year.

JAMES LOVE,
Clerk.

On which is the following Return by the Marshal:—

Received on the 6th day of April, 1854, from the hands of Peter MacGreal, Receiver in the cause of The Union Bank of Louisiana *vs.* Josiah S. Stafford and wife, and on the same day I proceeded with said MacGreal to Houston. On the following day, to wit: the 7th day of April, 1854, I took the following named slaves from the possession of sundry persons in Houston, in privity with Stafford, or Stafford and wife, and by virtue of this writ I then and there *seized* and levied upon the said slaves hereinafter named, and collected them together in the office enclosure of B. F. Tankersley, Esq., in Houston, to wit: Willis, Dublin, Big Charlotte, America, Minty, Sophia and Rosilla, and then and there delivered to said MacGreal one other certain negro girl, named Martha, then sick at the house of said J. S. Stafford, and her child, about five days old, who accepted the same as if present: all of the above named negroes were called by name, each one answering thereto, and were delivered by me to Peter MacGreal, Receiver as aforesaid, on the sidewalk, opposite the said enclosure of B. F. Tankersley, on the day last above stated, in the presence of Wm. R. Baker and John F. Tankersley, and are the same described in this writ; and on the eighth day of same month and year, I found the negro, Big Mary, in the hands of John Levi, at Galveston, and then and there seized upon her, the woman Clarissa having died about two months since. I placed the woman, Big Mary, in possession of said John Levi until she can be delivered to said Receiver.

BEN McCULLOCH, *U. S. M.*
Pr. J. A. H. CLEVELAND.

Afterwards, to wit: on the second day of May in the same year, a Writ of Assistance was issued, which is in the words following, to wit:—

Writ of Assistance.

THE UNITED STATES OF AMERICA,
District of Texas:

The President of the United States of America to the Marshal of the District of Texas, or any of his lawful deputies, greeting:

Whereas, it appears to us by the affidavit of Peter MacGreal in a certain cause in the District Court of the United States for the District of Texas, and now appealed to the Supreme Court of the United States, wherein The Union Bank of Louisiana is complainant, and Josiah S. Stafford and Jeanetta Kirkland his wife are defendants, filed on the 7th day of March, A. D. 1854, in said cause, that a demand has been made on the said Stafford to deliver to the said Receiver certain of the negro slaves in controversy, whose names are contained in said affidavit, and that the said Josiah S. Stafford refused to comply with said demand.

You are therefore hereby commanded to aid and assist, by the power and authority in you vested, the said Peter MacGreal, Receiver as aforesaid, in taking into his possession such of the said negro slaves as are hereafter named and described, to wit: Clarissa, aged 33 years; Willis, aged 35 years; Dublin, aged 40 years; Big Mary, aged 48 years; Big Charlotte, aged 41 years, and her child Rosilla, aged 11 years; America, aged 33 years; Minty, aged 27 years; Sophia, aged 12 years; and Martha, aged 13 years, all slaves for life, together with such of their increase since the 6th day of June, A. D. 1837, as may be in the possession, or under the control of the said Josiah S. Stafford or of others in privity with him; and you are hereby further commanded to use all lawful means to place and establish the said Receiver in the full, perfect, and undisturbed possession of all and several the said negro slaves, and their said increase, and that you, from time to time, as often as shall be necessary, preserve and defend the said Receiver in such possession as aforesaid, against all persons whomsoever seeking to disturb the same, according to the true intent and meaning of the appointment and duties of the said Receiver.

Witness the Hon. John C. Watrous, Judge of said Court, and the seal thereof, at the City of Galveston, this 2d day of [SEAL.] May, in the year of our Lord one thousand eight hundred and fifty-four, and the 78th year of the Independence of the United States of America.

JAMES LOVE,
Clerk.

Upon which is the following Return by the Marshal:—

Received on the 2d day of May, A. D. 1854, and on the next day I executed this writ by taking possession of the following named negro slaves, named herein, to wit: Dublin, a man aged about forty years; Big Charlotte, aged about 40 years, and her child Rosilla, aged about 11 years; Minty, aged about 27 years; Sophia, aged about 12 years; Martha, aged about 35 years, and her child, or mulatto boy, about one month old; and America, a woman aged about 35 years; and having so taken said negroes, the same as described in the writ, and not finding Peter MacGreal, the Receiver, at the City of Houston to receive them, I placed the said negro slaves in the charge of Messrs Kyle and Terry, at the request, and by the instructions of Messrs Allen & Hale, attorneys for the Bank, to be kept by them until delivered to Peter MacGreal, Receiver as aforesaid; and having made diligent enquiry, found the woman Clarissa to have died about two months ago, the *name* Willis gone off to a distant part of the State, and the negro woman, Big Mary, aged about 40 years, in the charge of John Levi of Galveston, in whose possession I placed her, until a proper delivery can be made.

BEN McCULLOCH, *U. S. M.*
By J. A. H. CLEVELAND, *Dep.*

Afterwards, to wit: on the third day of July, in the year of our Lord one thousand eight hundred and fifty-four, the complainants, by Ebenezer Allen and William G. Hale, their solicitors and counsel in this cause, filed in the Court here their petition to carry the decree of the fifth day of February, A. D. 1854, in execution, which petition is in the words following, to wit:—

Petition to carry out Decree.

District Court of the United States,
District of Texas, at Galveston:

To the Honorable John C. Watrous, Judge of the District Court of the United States, having and exercising the powers and jurisdiction of a Circuit Court of the same for the District of Texas, sitting in Equity—

The petition of The Union Bank of Louisiana, a corporation duly established by the laws of the State of Louisiana, and the complainant in a certain cause lately depending before your Honor in Chancery, wherein Josiah S. Stafford and Jeanetta Kirkland Stafford, his wife, are defendants, respectfully showeth unto your Honor—

That on the twenty-fifth day of February, A. D. 1854, a final decree was rendered in the cause above mentioned in favor of your petitioner, whereby it was among other things ordered that the sums accruing from the hire of the slaves in the custody of the Receiver *pendente lite*, amounting to twenty-five thousand three hundred and seventy-nine dollars and thirty-nine cents, should be paid by the Receiver to the complainant, your petitioner, and credited on the total amount due by the defendants; and that in case the defendants failed to pay over the balance remaining due after such credit, amounting to thirty-nine thousand eight hundred and seventy-seven dollars and thirteen cents, on the first day of July, A. D. 1854, they should be foreclosed of their equity of redemption, and the Marshal should seize and sell the mortgaged slaves at public auction, on the third day of the said month, or as soon thereafter as may be, after giving three months' notice by advertisement of the time, place and terms of sale, and should pay to the said complainant, your petitioner, out of the proceeds of the sale, the aforesaid sum of thirty-nine thousand eight hundred and seventy-seven dollars and thirteen cents, with legal interest thereon, in satisfaction of the debt due to your petitioner; and that, in order to carry the provisions of the said decree into effect, an order of sale should at once issue to the Marshal, and also that a writ of sequestration, with *alias* and *pluries* writs, if necessary, should issue in cases provided by said decree.

And you petitioner further showeth that the said decree has not been fully or properly carried into effect, because the said defendants, on the seventh day of March, A. D. 1854, prayed an appeal, and the following order was made by your Honor in the said cause:—

"On this day came the defendants, by their counsel, and prayed an appeal to the next term of the Supreme Court of the United States, to be held in Washington City on the first Monday in December next, from the decree of the Court rendered in favor of complainants against defendants, and to them it is granted, upon condition that the defendants enter into a good and sufficient bond, with good and sufficient surety, in the penal sum of ten thousand dollars, conditioned that they prosecute their appeal with effect, and answer all damages and costs if they fail to make their plea good; and thereupon the defendants in open court tendered a bond, with L. C. Stanley, Patrick Perry and William H. Clark as sureties, in the sum of ten thousand dollars; and the Court having inspected bond, and being satisfied it is in conformity to law and the order of the Court herein, and that the sureties are good and sufficient, it is now ordered that the bond be approved and filed. It is ordered to be entered that the bond of appeal taken and filed in this cause operates as a supersedeas to the decree of the Court."

And your petitioner further says that its solicitors and attorneys, who represent its interest in the said cause, have, at divers times since the rendition of the said decree, applied to the Deputy Clerk and Deputy Marshal, in charge of their respective offices, to issue and execute the proper process to carry the said decree in due effect; but the said officers have refused so to do, alleging as a ground for such refusal that as your Honor had held that the appeal, so as aforesaid taken by the said defendants, operated as a supersedeas, and absolutely stayed the execution of said decree, any proceeding on their part therein, without the express order or fiat of your Honor, would expose them to punishment for a contempt of the Court.

And your petitioner further says that in order to obtain relief from the order so as aforesaid made by your Honor, admitting the said appeal to operate as a supersedeas to the said decree, your petitioner, by its counsel, made a motion in the Supreme Court of the United States, at the last and special term thereof, and after the said order had been entered, whereby your petitioner moved the said Court to dismiss the said appeal and to award a *procedendo* to the Court over which your Honor presides; and although the said motion was not granted, because it was the opinion of the said Supreme Court that it could not regularly be made before the said cause was regularly docketed on appeal, yet the said Supreme Court, in the course of their opinion, a true copy whereof is herewith exhibited to your Honor, expressly decided that the appeal bond given in the said cause, as before stated, was not given in a sufficient penal sum to make the said appeal operate as a supersedeas to the said decree, and that your Honor had no discretion to fix a less amount than the amount of the debt for which such bond should be given; and thereafter, upon the application of your petitioner, by its counsel, the said Supreme Court granted a rule on your Honor to show cause why a peremptory writ of mandamus should not issue, requiring you to cause the said decree to be carried into execution.

And your petitioner further says, and here showeth to your Honor, that the order aforesaid, allowing the said appeal to operate as a supersedeas, is illegal, void, and of none effect, being made in contravention to an express law of the United States, which left your Honor

2372.

no discretion in the premises; and that the said appeal, so as aforesaid taken, does not and cannot rightfully operate to stay or suspend the execution of the said decree; that you petitioner ought to have the benefit of the said, and of all of its provisions without further delay; and that, inasmuch as the officers of this Court will not act herein without the order, allowance, or fiat of your Honor, your petitioner is now entitled to the same in such form as to your Honor may seem proper for the object before stated.

Whereupon your petitioner prays your Honor, after due hearing and consideration, to make and sign such order, allowance, or fiat, as may seem most suitable in the premises, requiring and permitting the Clerk of this Court to issue the order of sale, the writ or writs of sequestration, and any other process granted by the said final decree, or proper or necessary to carry the same into due, full and immediate effect; and your petitioner will ever pray, &c.

GALVESTON, *July 3d*, 1854.

E. ALLEN & W. G. HALE,
Counsel for Union Bank of La.

Afterwards, to wit: on the twelfth day of July, in the same year, the copy of the opinion of the Supreme Court of the United States, accompanying the application made at Chambers for the execution of the decree, was filed in the Court here, and is in the words following, to wit:—

Opinion of Supreme Court.

Supreme Court of the United States, December Term, 1853.

Ex-parte: In the matter of

JOSIAH STAFFORD AND JEANETTA KIRKLAND HIS WIFE, App'lts,
vs.
THE UNION BANK OF LOUISIANA.

On motion to dismiss the appeal and award a procedendo, &c.

This is an appeal from the District Court of Texas, and a motion is made to dismiss it, on the ground that security has been given in the sum of ten thousand dollars only, when the sum decreed to be paid was sixty-five thousand dollars; and a procedendo is prayed, commanding the District Court to execute the decree.

Notice of this motion was acknowledged by the counsel for the appellant the 11th of March, 1854.

As the appeal was taken since the commencement of the present term, the appellant is not bound to file the record until the next term.

By the decree in the District Court, a mortgage on a large number of slaves, to secure the payment of a debt due to The Union Bank of Louisiana, was foreclosed: a Receiver having been previously appointed, who hired out the slaves and received the hire, he was directed by the decree to pay to the Bank the sum of twenty-five thousand three hundred and twenty-nine dollars and thirty-nine cents, moneys in his hands, and that the residue of the money due, amounting to the sum of thirty-nine thousand eight hundred and seventy-seven dollars and thirteen cents, should be paid on the first day of July next; and if not so paid, that the slaves should be seized and sold.

On the 7th of March, 1854, the tenth day after the decree was entered, the defendants prayed an appeal, which was granted, and on the same day a bond was given in the penal sum of ten thousand dollars, as required by the Court.

As the appeal has not been regularly entered on the docket, and as the appellant is not bound to enter it until next term, a motion to dismiss it cannot be entertained; but as the record is before us which states the facts on which the motion is founded, the Court will suggest their views of the law in regard to an important point of practice.

The Act of 1803 places appeals in Chancery on the same footing as writs of error. And in the case of Cattell *vs.* Brodie, 9 Wheat. 553, this Court held that security must be given on a writ of error, to operate as a supersedeas, for the amount of the judgment. By the Act of 12th December, 1794, when a stay of execution is not desired, security shall be given only to answer costs.

A motion was made in the District Court to dismiss the allowance of the appeal, on the ground that security in the amount of the decree had not been given; this was approved by the counsel of the appellants, and it was alleged, as the Receiver had given two bonds, each in the penalty of twenty thousand dollars, for the faithful discharge of his duties, and as the mortgaged slaves were in the possession of persons who had hired them, who had given bonds in the joint penalty of eighty thousand dollars for the safe keeping and delivery of the slaves, that no further security under the statute ought to be required, to entitle the appellant to a supersedeas against the decree: the Court overruled the motion.

The decision of this Court in the case above cited was, that the words of the Act: "sufficient security that the plaintiff in error shall prosecute his writ to effect, and answer all damages and costs if he fails to make his plea good," do not refer to the nature of the claim upon which the original judgment is founded, but they are descriptive of the indemnity which the defendant is entitled to if the judgment be affirmed.

And the Court further say, "whatever losses he, the defendant in error, may sustain by the judgment not being satisfied and paid after the affirmance, these are the damages which he has sustained, and for which the bond ought to give good and sufficient security."

If this construction of the statute be adhered to, the amount of the bond given on the appeal, must be the amount of the judgment or decree: there is no discretion to be exercised by the judge taking the bond, where the appeal or writ of error is to operate as a supersedeas; this rule was established in 1817, and it has been adhered to ever since.

The hardship of this rule on the appellant is more imaginary than real: suppose the appellant had given ample personal security on the original obligation for the payment of the money, and the sureties were sued with the principal, would they be excused from giving bail on an appeal or writ of error, as the act requires? and how does such a case differ from the one before us, where a mortgage has been given in personal security?

If the Receiver has given security in forty thousand dollars, faithfully to pay over the money in his hands, and if those persons who have employed the slaves have given bond in eighty thousand dollars for the safe keeping and delivery of them, and the sureties are good, the appellant can have no difficulty in giving the security on his appeal, to the amount of the decree in the District Court.

It is true the property is taken out of his possession and control, but it is in the possession of persons who gave bonds for its safe keeping and delivery when required, a part of it in payment of the decree, and the residue to be sold in satisfaction of the balance of the decree. This condition of the property, if the transaction be *bona fide*, and it must be presumed to be fair, as the arrangement was made under the order of the Court, the responsibility on the appeal bond can be little more than nominal. The state of the property affords more safety to the security on the appeal bond than if the property and money were in possession of the appellants, and under their control. A double mortgage is on the property, that it shall be faithfully applied to the payment of the decree.

The appeal is for the benefit of the appellant. A decree in the District Court has been entered against him, and there is in the custody of the law, a sufficient amount of money and property to pay the amount decreed.

An appeal suspends the payment some one or two years, and as this is done for the benefit of the appellants, and at their instance, it is not equitable that the risk should be provided for by them. The law has so decided by requiring security to be given to the amount of the decree, without reference to the nature of the suit. The provision of the act, as construed by this Court, is not a matter over which the Court can exercise a discretion. The language is mandatory, and must be complied with. We can know nothing of the responsibility of the Receiver, or of the hirers of the slaves; nor is it proper that we should enquire into their circumstances and the responsibility of the sureties with the view of substituting them for the security on the appeal, which the law requires.

For the reasons stated, the Court cannot dismiss the appeal, nor award a procedendo. A more appropriate remedy would seem to be a rule on the District Judge to show cause why a mandamus should not be issued; but this can be done only on motion.

Agreement of Counsel in relation to foregoing Opinion of Supreme Court.

UNION BANK OF LOUISIANA
vs.
JOSIAH S. STAFFORD AND WIFE:

NEW ORLEANS CANAL AND BANKING COMPANY
vs.
JOSIAH S. STAFFORD AND WIFE.

It is agreed that the annexed paper contains a correct copy of the opinion delivered by Mr. Justice McLean in pronouncing the decision of the Supreme Court of the United States, on the motion referred to therein; and that the same was presented and read to the Hon. J. C. Watrous, Judge of the District Court, in which the above entitled causes were pending, on the hearing of the application of the said complainants for the execution of the decrees rendered in the said causes.

ROB. HUGHES,
for Defendants.

ALLEN & HALE,
for Complainants.

July 12*th*, 1854.

Afterwards, to wit: on the same day and year, it being Rule day in July, the order of the Court refusing the application and prayer of the complainants by their solicitors and counsel to carry the decree into effect, was entered on the rule docket, and is in the words following, to wit:—

Order.

THE UNION BANK OF LOUISIANA
vs.
JOSIAH S. STAFFORD AND JEANETTA KIRKLAND, his wife.

The petition of the Union Bank of Louisiana, filed on the 3d day of July, 1854, the same being rule day in the said month, having been on that day presented to me at Chambers, it was at the request of counsel, held under consideration, and was ordered to be fully heard on Wednesday, the twelfth day of the same month; and the said petition, with the accompanying papers, now on the said day coming on for hearing at Chambers, and the parties being all represented by their counsel, it was admitted by the defendants, that the Clerk or Marshal of this Court would not proceed to execute the decree before rendered in this cause, without any further order, allowance or fiat, and the application made therefor in the said petition was thereupon argued by counsel; and because I am of the opinion that it is proper to suspend any action thereon until further opinion

2374.

of the S. C. be had on the return of the rule to show cause why a mandamus should not issue from that Court to me, it is now hereby ordered that the application and prayer made by the said petition be refused.

JOHN C. WATROUS.

Afterwards, to wit: on the twenty-fifth day of August of the same year, the following agreement as to the hire of the slaves was entered into by the solicitors and counsel of the complainants and defendants, and filed on the same day. It is as follows, to wit:—

Agreement.

DISTRICT COURT OF THE UNITED STATES,
District of Texas, at Galveston:
In Chancery.

Between THE UNION BANK OF LOUISIANA, Complainants,
and
JOSIAH S. STAFFORD and JEANETTA KIRKLAND STAFFORD, his wife,
Defendants.

It is hereby agreed, by and between the counsel for the respective parties in the above entitled cause, acting for the parties they represent, that so much of the decree rendered in said cause at the January Term, 1854, of the said Court as relates to the application of the moneys received, due and to become due for the hire of the negro slaves seized in said cause, to the payment of the debt due to the Union Bank of Louisiana, and the payment thereof to the said Bank or its attorneys or solicitors, and the transfer of the bonds given therefor, and also so much as relates to any remedies or rights given in said decree to the said Bank to enforce the payment of the same, shall go at once into full effect, notwithstanding the appeal taken in this cause, and in the same manner as if the said appeal did not act as a supersedeas thereto; and the said appeal, so far as relates to such part of said decree, shall not be operative to suspend or delay the execution of the same.

And it is further agreed, that in case the appeal shall be sustained and the decree in any part modified or changed, and it shall appear by such modification or change, that the said Union Bank of Louisiana was not entitled to receive any of the moneys above referred to, then such a corresponding change or modification may be made in the new decree as will compensate for the receipt and appropriation of such moneys, and give to both parties their proper and legal rights, whatever those may be, under the decision of the Supreme Court of the United States and of the said District Court.

And it is further agreed, that inasmuch as the foregoing agreement is made, on both sides, for mutual accommodation merely, and to avoid unnecessary delay, it shall not be construed as a waiver, in